

<b>INFORMATION TO OFFERORS OR QUOTERS</b> <b>SECTION A - COVER SHEET</b>	1. SOLICITATION NUMBER  SP0600-99-R-0107	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="text-align: center;"><b>X</b></td> <td>b. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>c. NEGOTIATED (RFQ)</td> </tr> </table>		a. SEALED BID	<b>X</b>	b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
	a. SEALED BID							
<b>X</b>	b. NEGOTIATED (RFP)							
	c. NEGOTIATED (RFQ)							

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must be set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statments is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code) <b>DEFENSE ENERGY SUPPORT CENTER</b> <b>8725 JOHN J. KINGMAN HWY, SUITE 4950</b> <b>FT. BELVOIR, VA 22060-6222</b> <span style="float: right;"><b>FAX: 703-767-8506</b></span> <b>BUYER/SYMBOL: PATTI BURKE/DFSC-PLB</b>															
4. ITEMS TO BE PURCHASED (Brief description) <table style="width: 100%;"> <tr> <td style="width: 40%;">Fuel Oil, Burner, FJ-1</td> <td style="width: 20%;">68,664,283 USG</td> <td style="width: 40%;"></td> </tr> <tr> <td>Fuel Oil, Burner FJ-3</td> <td>10,000,000 USG</td> <td rowspan="4" style="text-align: center; vertical-align: top;"> <b>LOCATION: JAPAN PC&amp;S</b>  <b>ORDERING PERIOD: 01 JULY 1999 THROUGH 30 JUNE 2001</b>  <b>PURCHASE PROGRAM 1.8G</b> </td> </tr> <tr> <td>Gasoline, Mid UNL [MUM]</td> <td>6,320,000 USG</td> </tr> <tr> <td>Kerosene 1-K, KJ-1</td> <td>1,266,000 USG</td> </tr> <tr> <td>Kerosene 2-K, KJ-2</td> <td>502,000 USG</td> </tr> </table>				Fuel Oil, Burner, FJ-1	68,664,283 USG		Fuel Oil, Burner FJ-3	10,000,000 USG	<b>LOCATION: JAPAN PC&amp;S</b> <b>ORDERING PERIOD: 01 JULY 1999 THROUGH 30 JUNE 2001</b> <b>PURCHASE PROGRAM 1.8G</b>	Gasoline, Mid UNL [MUM]	6,320,000 USG	Kerosene 1-K, KJ-1	1,266,000 USG	Kerosene 2-K, KJ-2	502,000 USG
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Kerosene 1-K, KJ-1	1,266,000 USG														
Kerosene 2-K, KJ-2	502,000 USG														
5. PROCUREMENT INFORMATION (X and complete as applicable)															
<b>X</b>	a. THIS PROCUREMENT IS UNRESTRICTED														
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (Xone). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)														
	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns												

**\*\*IMPORTANT INFORMATION\*\***

A. **CLOSING DATE:** 10 MARCH 1999, 3:00 P.M. EST, FT. Belvoir Virginia. Please complete and submit as your offer the original plus one copy of all forms contained in the accompanying Offeror Submission Package [OSP]. Copies of all documents submitted must be exactly the same as the original.

B. This is a multiyear (two-year) solicitation. Offers are requested for a two year period beginning 01 July 1999 through 30 June 2001.

C. Contracts awarded as a result of this solicitation will be "Requirements, Fixed Price with Economic Price Adjustment." Please refer to Clause I84 REQUIREMENTS and Clause I86.06 DELIVERY ORDER LIMITATIONS.

7. POINT OF CONTACT FOR INFORMATION	
a. NAME (Last, First, Middle Initial) <div style="text-align: center;"><b>BURKE, PATRICIA J.</b></div>	b. ADDRESS (Including Zip Code) <b>DEFENSE FUEL ENERGY SUPPORT, ATTN: DESC-PLB</b> <b>8275 John J. Kingman Road, Suite 4950</b> <b>Ft. Belvoir, VA 22060-6222</b>
c. TELEPHONE NUMBER (Including Area Code and Extenstion) (NO COLLECT CALLS) (703) 767-9531	

8. REASONS FOR NO RESPONSE (X all that apply)			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENTS	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER (Specify)			
9. MAILING LIST INFORMATION (X one)			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

FOLD

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FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
SP0600-99-R-0107	
DATE (YYMMDD)	LOCAL TIME
990310	3:00 PM

TO      **ATTN: BID CUSTODIAN / DESC-PCC / RM 3729  
DEFENSE ENERGY SUPPORT CENTER  
8725 John J. Kingman Road, Suite 4950  
Ft. Belvoir, VA 22060-6222**

D. **MASTER SOLICITATION:** This is a Master Solicitation containing the terms and conditions essential for offering on this and all supplemental solicitations that may be issued for this program throughout the ordering period. Please retain this document for reference.

E. **"IMPORTANT:"** It is essential that offerors are familiar with Clause M20 EVALUATION OF OFFERS SUBJECT TO THE UTILITY COST-SHARING AGREEMENT (JAN1997) (REV), pertaining to the Utility Cost Sharing Agreement between the governments of the United States and Japan. This clause affects the evaluation of offers of Fuel Oil and Kerosene items under this solicitation.

F. **OFFER SUBMISSION:** Facsimile offers are authorized per Clause L2.11-2 FACSIMILE PROPOSALS. As part of your offer, please complete and submit all forms in accompanying Offeror Submission Package [OSP]. The OSP should be submitted by mail within 10 days after the closing date of this solicitation. Please complete the OSP in its entirety. When submitting your offer via facsimile, please ATTENTION your offer to BID CUSTODIAN / DESC-PCC / RM 3729, Facsimile Number (703) 767-8506.

G. **LATE OFFERS:** Please note that offers must be received by 3:00 PM, local time, Ft. Belvoir, VA. Any offer that is received after 3:00 PM will be considered "late" and, therefore, may be determined unacceptable. See Clause L2.05-5, INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS (PC&S) (DESC APR 1998).

H. **AMENDMENTS:** Offerors must acknowledge receipt of any and all amendments to this solicitation by signing and returning the amendment(s) with the offer. Also, be certain to clearly identify all exceptions to the solicitation terms and conditions, if any.

I. **PRICE ADJUSTMENT:** This solicitation contains Economic Price Adjustment Clause B19.01-2, which contains the recommended escalator, Platt's Oilgram Spot Price Assessments, C&F Japan. See Clause B19.01-2 for details. **The base reference date is 08 February 1999.**

J. A supplemental attachment is included with this solicitation, entitled "Market and Sales Data." To help expedite evaluation, negotiation, and award on this RFP, you are requested to provide DFSC with the data outlined in Attachment B. The Market and Sales Data should be submitted with the signed hard copy of your OSP.

K. **SPECIAL NOTE:** Please note that as a result of the Federal Acquisition Streamlining Act (FASA), there have been substantial changes to the methods in which offers will be evaluated. The Government will now be awarding contracts to the responsible offeror(s) that represent the "**BEST OVERALL VALUE**". The Government will evaluate each offeror's record of Past Performance in addition to price and price related factors. Please complete the Contractor Performance Data Sheet (Attachment A) as instructed and return with your Offer. **YOUR ATTENTION IS INVITED TO CLAUSES:**

L2.01-3 - PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION  
(OVERSEAS)(DESC FEB 1998)

M72.03-1 - EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC FEB 1998)

L. Any contract awarded to an offeror who, at the time of award was suspended, ineligible, or debarred from receipt of contract with Government agencies, or in receipt of a notice of proposed debarment from any Government agency, is voidable at the option of the Government.

M. For clarification, explanation, or additional information, please contact Patti Burke on (703) 767-9531.

N. DESC contact point and telephone number for emergency situations during non-duty hours is: Command Control Center (CCC) on Telephone Number: (703) 767-8420.

O. If your firm does not wish to offer on this solicitation, but does wish to remain on the mailing list, this form must be returned to DESC within 30 days after the closing date of this solicitation. FAILURE to respond within the time frame may result in automatic removal from the mailing list.

SOLCITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER <b>SC0600-99-0227</b>		PAGE 1 OF 78	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER <b>SP0600-99-R-0107</b>	
6. SOLICITATION ISSUE DATE <b>21 JANUARY 1999</b>		7. FOR SOLICITATION INFORMATION CALL:  a. NAME <b>PATTI BURKE</b>		b. TELEPHONE NUMBER (no collect calls) <b>(703) 767-9531</b>		8. OFFER DUE DATE/LOCAL TIME  <b>10 MAR1999 @ 3:00 PM</b>	
9. ISSUED BY  <b>Defense Energy Support Center</b> <b>8725 John J. Kingman Road, Suite 4950</b> <b>Fort Belvoir, VA 22060-6222</b> <b>Buyer/Symbol: PATTI BURKE/DFSC-PLB</b> <b>FAX NO.: (703) 767-8506</b>  <b>P.P. 1.8g</b>				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE      % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS  <input type="checkbox"/> 8(A)  <b>SIC: 5172</b>  <b>SIZE STANDARD: 500/1500</b>		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
				12. DISCOUNT TERMS		13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700)	
				13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ    [ ] IFB    [x] RFP	
15. DELIVER TO  <b>SEE SCHEDULE</b>				16. ADMINISTERED BY  <b>SEE BLOCK 9</b>			
17a. CONTRACTOR/OFFEROR BIDDER CODE		FACILITY CAGE CODE		18a. PAYMENT WILL BE MADE BY  <b>SEE CLAUSE F30.01</b>			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		<b>SEE SCHEDULE IN CLAUSE B1.05</b> <b>ON PAGES 6 through 24</b> (Attach additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA <b>97X4930.5CFO 01 26.1 S3350</b>						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-3. FAR 52.212-4 AND 52.212-5. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPY TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)			31c. DATE SIGNED
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
				42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE		42c. DATE REC'D (YY/MM/DD)	
						42d. TOTAL CONTAINERS	

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## **ATTACHMENTS**

DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS  
SF FORM 1449, SOLICITATION / CONTRACT / ORDER TO COMMERCIAL ITEMS  
CONTRACT PERFORMANCE DATA SHEET  
MARKET AND SALES DATA INFORMATION REQUEST

COVER SHEET  
PAGE 1  
ATTACHMENT A  
ATTACHMENT B

**B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)**

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as single-year requirements.

SEE LINE ITEMS LISTED ON SCHEDULE PAGES 6 THROUGH 24

(DESC 52.207-9F55)



ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES ARMY  
-----

AKASAKA,  
JA, ARMY, DEH, AKASAKA PRESS CENTER, BUILDING 6.  
HONSHU

DELIVERY DODAAC: WT5PV3  
BILLING DODAAC : WT5PV3  
ORDERING OFFICE : 0462-51-1788  
ALT ORDERING OFFICE: EXT.. 263-5340

005-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	155,120 GL
--------	--	------------

TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/1,430 GALLON TANK (NR-8-N)  
6/9,400 GALLON TANKS  
MAXIMUM DELIVERY: 14,800 GALLONS  
MINIMUM DELIVERY: NONE  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.  
MULTIPLE DROP

-----  
UNITED STATES ARMY  
-----

KAWAKAMI  
JA, ARMY, KAWAKAMI STORAGE AREA, MUNHEYOSHI, HACHIHONMATSU-CHO,  
HIGASHIHIROSHIMA-SHI.

DELIVERY DODAAC: W81F57  
BILLING DODAAC : W81F57  
ORDERING OFFICE: 0823-23-1192

006-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	45,000 GL
--------	--	-----------

TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/2,880 GALLON TANK (#S-2666-N)  
1/2,380 GALLON TANK (#S-2680-N)  
2/1,000 GALLON TANKS (#2770 AND #S-2607-N)  
3/275 GALLON TANKS (#T-2685-N, 2675 AND  
#S-2691-N)  
MINIMUM DELIVERY: 1,000 GALLONS  
MAXIMUM DELIVERY: 2,700 GALLONS  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.  
MULTIPLE DROP

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES ARMY  
-----

CAMP ZAMA

JA, ARMY, DEH, BOILER & CHILLER PLANT, BUILDING 131.  
HONSHU

DELIVERY DODAAC: WT5PV3  
BILLING DODAAC : WT5PV3  
ORDERING OFFICE : 0462-51-1788  
ALT ORDERING OFFICE: EXT. 263-5340

011-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	372,000 GL
--------	--	------------

TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/42,000 GALLON TANK (NR-131-2N)  
MINIMUM DELIVERY: 3,700 GALLONS  
MAXIMUM DELIVERY: 37,000 GALLONS  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

-----  
UNITED STATES ARMY  
-----

CAMP ZAMA

JA, ARMY, DEH, BOILER PLANT, BUILDING 350.  
HONSHU

DELIVERY DODAAC: WT5PV3  
BILLING DODAAC : WT5PV3  
ORDERING OFFICE : 0462-51-1788  
ALT ORDERING OFFICE: EXT. 263-5340

016-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	3,019,000 GL
--------	--	--------------

TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/210,000 GALLON TANK (NR-S-350-4N)  
MINIMUM DELIVERY: 66,600 GALLONS  
MAXIMUM DELIVERY: 225,700 GALLONS  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES ARMY  
-----

CAMP ZAMA  
JA, ARMY, MAIN STORAGE TANK, BUILDING 646.  
HONSHU

DELIVERY DODAAC: WT5PV3  
BILLING DODAAC : WT5PV3  
ORDERING OFFICE : 0462-51-1788  
ALT ORDERING OFFICE: 263-5340

021-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	275,700 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/42,000 GALLON TANK (NR-131-1N)  
MAXIMUM DELIVERY: 29,600 GALLONS  
MINIMUM DELIVERY: NONE  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

-----  
UNITED STATES ARMY  
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CAMP ZAMA  
JA, ARMY, DEH, BOILER PLANT, BUILDING 1024.  
HONSHU

DELIVERY DODAAC: WT5PV3  
BILLING DODAAC : WT5PV3  
ORDERING OFFICE : 0462-51-1788  
ALT ORDERING OFFICE: 263-5340

026-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	342,600 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/52,000 GALLON TANK (NR-1024-N)  
MINIMUM DELIVERY: 3,700 GALLONS  
MAXIMUM DELIVERY: 29,600 GALLONS  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES ARMY  
-----

SAGAMI DEPOT

JA, ARMY, DEH, BOILER PLANT, BUILDING 151-S9.  
HONSHU

DELIVERY DODAAC: WT5PV3

BILLING DODAAC : WT5PV3

ORDERING OFFICE : 0462-51-1788

ALT ORDERING OFFICE: EXT. 263-5340

031-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	1,863,200 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO

1/126,000 GALLON TANK (NR-174-51-1N)

1/30,000 GALLON TANK (NR-71-S11-2N)

1/15,000 GALLON TANK (NR-71-S11-1N)

1/10,000 GALLON TANK (NR-151-18-3N)

MINIMUM DELIVERY: 25,900 GALLONS

MAXIMUM DELIVERY: 148,000 GALLONS

NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

MULTIPLE DROP

-----  
UNITED STATES ARMY  
-----

SAGAMI DEPOT

JA, ARMY, DEH, BOILER PLANT, BUILDING 154-7.  
HONSHU

DELIVERY DODAAC: WT5PV3

BILLING DODAAC : WT5PV3

ORDERING OFFICE : 0462-51-1788

ALT ORDERING OFFICE: EXT. 263-5340

032-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	190,000 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO

2/13,000 GALLON TANKS (NR-154-7-1N AND

NR-154-7-2N)

MINIMUM DELIVERY: 3,700 GALLONS

MAXIMUM DELIVERY: 14,800 GALLONS

NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

MULTIPLE DROP

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES ARMY  
-----

SAGAMIHARA  
JA, ARMY, DEH, BOILER PLANT, BUILDING 134.  
HONSHU

DELIVERY DODAAC: WT5PV3  
BILLING DODAAC : WT5PV3  
ORDERING OFFICE : 0462-51-1788  
ALT ORDERING OFFICE: EXT. 263-5340

036-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	1,598,000 GL
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TANK WAGON (TW), INTO  
2/42,000 GALLON TANKS (NR-S-134-1N/2N)  
MINIMUM DELIVERY: 18,500 GALLONS  
MAXIMUM DELIVERY: 136,900 GALLONS  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

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UNITED STATES ARMY  
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YOKOHAMA  
JA, ARMY, YOKOHAMA NORTH PIER, MIZUHO SANABASHI, YOKOHAMA CITY,  
KANAGAWA PREF. DOR CDR. USAGH  
HONSHU

DELIVERY DODAAC: WT5PV3  
BILLING DODAAC : WT5PV3  
ORDERING OFFICE : 0462-51-1788  
ALT ORDERING OFFICE: EXT. 263-5340

041-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	271,400 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/26,000 GALLON TANK TRUCK (S-214-IN )  
1/10,000 GALLON TANK (NRS-214-2N)  
DELIVERY FREQUENCY: MONTHLY, AS CALLED FOR BY  
DTR. FAC. ENG.  
MINIMUM DELIVERY: 3,700 GALLONS  
MAXIMUM DELIVERY: 22,200 GALLONS  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.  
MULTIPLE DROP

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES ARMY  
-----

YOKOHAMA

JA, ARMY, DEH, YOKOHAMA NORTH DOCK, BUILDING 324.  
HONSHU

DELIVERY DODAAC: WT5PV3  
BILLING DODAAC : WT5PV3  
ORDERING OFFICE : 0462-51-1788  
ALT ORDERING OFFICE: EXT. 263-5340

045-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	59,440 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/6,000 GALLON TANK (NR-S-324-N)  
MAXIMUM DELIVERY: 5,200 GALLONS  
MINIMUM DELIVERY: NONE  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

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UNITED STATES NAVY  
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YOKOSUKA

JA, NAVY, BERTH 13, YOKOSUKA NAVAL BASE (FOR PWC YOKOSUKA).  
HONSHU

DELIVERY DODAAC: N65115  
BILLING DODAAC : N62649  
ORDERING OFFICE : 0468-21-1911  
ALT ORDERING OFFICE: EXT. 5790

500-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	19,694,000 GL
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BARGE (BRG), (COASTAL TANKER) INTO  
1/1,050,000 GALLON TANK AT BLDG 1071, BERTH 13  
MINIMUM DELIVERY: 82,000 GALLONS  
MAXIMUM DELIVERY: 92,000 GALLONS  
DELIVERY FREQUENCY: AS CALLED FOR BY MAT. OFC.  
AT  
PWC (APPROXIMATELY 2 DELIVERIES WEEKLY/83,500  
GALLONS PER DELIVERY.)  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES NAVY  
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YOKOSUKA

JA, NAVY, FLEET & INDUSTRIAL SUPPLY CENTER (FOR FISC GAS STATION,  
BLDG 4306).

HONSHU

DELIVERY DODAAC: N62649

BILLING DODAAC - N62649 = DFAS, JA

BILLING DODAAC : N62649

ORDERING OFFICE: 0468-21-1892

505-59 KEROSENE 1-K (KJ1) 250,000 GL  
(JIS K 2203, CLASS #1)

TANK WAGON (TW), OR TT INTO

1/5,000 GALLON TANK

MINIMUM DELIVERY:

2 (1,500 GALLON EACH) PER MONTH FROM APR - NOV

AND

4 (1,500 GALLONS EACH) PER MONTH FROM DEC - MAR.

MAXIMUM DELIVERY: 3,170 GALLONS

NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

-----  
UNITED STATES NAVY  
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YOKOHAMA COMPLEX

JA, NAVY, NEGISHI BOILER PLANT, 11-7 KAMI-MACHI, ISOGO-KU (FOR PWC  
YOKOSUKA).

HONSHU

DELIVERY DODAAC: N65115

BILLING DODAAC : N62649

ORDERING OFFICE : 0468-21-1911

ALT ORDERING OFFICE: EXT. 5790

510-44 FUEL OIL BURNER, (FJ1) 1,344,000 GL  
MAX. SULFUR CONTENT 0.20 %  
(JIS K 2204, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO

1/120,000 GALLON TANK AT BOILER PLANT, BLDG 23029.

MINIMUM DELIVERY:

11,000 GALLONS/MONTHLY DURING NON-HEATING SEASON, AND

60,000 GALLONS/MONTHLY DURING HEATING SEASON.

MAXIMUM DELIVERY:

63,000 GALLONS/MONTHLY DURING NON-HEATING SEASON, AND

97,000 GALLONS/MONTHLY DURING HEATING SEASON.

NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES NAVY  
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## YOKOHAMA COMPLEX

JA, NAVY, NEGISHI RACE TRACK BOILER PLANT, 29 MINOSAWA, NAKA-KU (FOR  
PWC YOKOSUKA)

## HONSHU

DELIVERY DODAAC: N65115

BILLING DODAAC : N62649

ORDERING OFFICE : 0468-21-1911

ALT ORDERING OFFICE: EXT. 5790

515-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	301,000 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
3/14,520 GALLON TANKS AT BOILER PLANT BLDG 19003

## MINIMUM DELIVERY:

9,400 GALLONS/MONTHLY DURING NON-HEATING SEASON, AND

12,000 GALLONS/MONTHLY DURING HEATING SEASON.

## MAXIMUM DELIVERY:

13,000 GALLONS/MONTHLY DURING NON-HEATING SEASON, AND

16,000 GALLONS/MONTHLY DURING HEATING SEASON.

NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.-----  
UNITED STATES NAVY  
-----

## YOKOHAMA COMPLEX

JA, NAVY, FMC BOILER PLANT, NORTH DOCK, 2-1 CHIWAKA-CHO, KANAGAWA-KU  
(FOR PWC YOKOHAMA)

## HONSHU

DELIVERY DODAAC: N65115

BILLING DODAAC : N62649

ORDERING OFFICE : 0468-21-1911

ALT ORDERING OFFICE: EXT. 5790

520-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	80,000 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/8,000 GALLON TANK AT BOILER PLANT BLDG S-124,  
NORTH DOCK

MINIMUM DELIVERY: 3,200 GALLONS

MAXIMUM DELIVERY: 3,700 GALLONS

NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.



ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

-----  
UNITED STATES NAVY  
-----

YOKOSUKA

JA, NAVY, FLTACTS YOKOSUKA, KANAGAWA (NAVY EXCHANGE GAS STATION, BLDG 1314)

HONSHU

DELIVERY DODAAC: N65951

BILLING DODAAC N62649 = DFAS, JA

BILLING DODAAC : N62649

ORDERING OFFICE: 0468-21-1892

525-59	KEROSENE 1-K (KJ1) (JIS K 2203, CLASS #1)	300,000 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/5,000 GALLON TANK AT BUILDING 1314

MINIMUM DELIVERY: 2,640 GALLONS

MAXIMUM DELIVERY: 3,700 GALLONS

NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

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UNITED STATES NAVY  
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TOKYO

JA, NAVY, NEW SANNO HOTEL, MINAMI, AZABU, (FOR PWC YOKOSUKA).

HONSHU

DELIVERY DODAAC: N65115

BILLING DODAAC : N62649

ORDERING OFFICE : 0468-21-1911

ALT ORDERING OFFICE: EXT. 5790

530-71	KEROSENE 2-K (KJ2) (JIS K 2203, CLASS #2)	422,000 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
2/3,960 GALLON TANKS AT BOILER PLANT.

MINIMUM DELIVERY: 9,000 GALLONS

MAXIMUM DELIVERY: 34,000 GALLONS

NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM NUMBER		ESTIMATED QUANTITY	UI
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UNITED STATES NAVY  
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ATSUGI  
JA, NAVY, ATSUGI NAVAL AIR FACILITY.  
HONSHU  
DELIVERY DODAAC: N62507  
BILLING DODAAC : N62507  
ORDERING OFFICE: 0467-78-2669

535-441	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	1,335,294	GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
2/237,800 GALLON TANKS AT BOILER PLANT #6, BLDG 46.  
MINIMUM DELIVERY: 3,700 GALLONS  
MAXIMUM DELIVERY: 7,400 GALLONS (WINTER MONTHS).  
DELIVERY FREQUENCY: 8 PER WEEK  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

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UNITED STATES NAVY  
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535-442	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	2,254,042	GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
2/21,000 GALLON TANKS  
3/17,000 GALLON TANKS AT BOILER PLANT #6A,  
BUILDING 46A.  
MINIMUM DELIVERY: 1,000 GALLONS (SUMMER MONTHS)  
MAXIMUM DELIVERY: 7,400 GALLONS (WINTER MONTHS).  
DELIVERY FREQUENCY: 4 PER WEEK.  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM NUMBER	UNITED STATES NAVY	ESTIMATED QUANTITY UI
535-443	<p>FUEL OIL BURNER, (FJ1)  MAX. SULFUR CONTENT 0.20 %  (JIS K 2204, CLASS #1)</p> <p>TANK WAGON (TW), OR TANK TRUCK (TT) INTO  2/3,440 GALLON TANKS AT BOILER PLANT #7, BLDG  1504.  MINIMUM DELIVERY: NONE  MAXIMUM DELIVERY: 6,000 GALLONS (WINTER MONTHS)  DELIVERY FREQUENCY: 1 PER WEEK.  NOTE: DELIVERY DURING WINTER MONTHS ONLY.  NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  MONTH. THESE ARE ESTIMATED FIGURES ONLY.</p>	319,363 GL
535-444	<p>FUEL OIL BURNER, (FJ1)  MAX. SULFUR CONTENT 0.20 %  (JIS K 2204, CLASS #1)</p> <p>TANK WAGON (TW), OR TANK TRUCK (TT) INTO  2/5,026 GALLON TANKS AT BOILER PLANT #9, BLDG  226.  MINIMUM DELIVERY: NONE  MAXIMUM DELIVERY: 3,700 GALLONS (WINTER MONTHS)  DELIVERY FREQUENCY: 4 PER WEEK (WINTER MONTHS ONLY).  NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  MONTH. THESE ARE ESTIMATED FIGURES ONLY.</p>	286,560 GL
535-445	<p>FUEL OIL BURNER, (FJ1)  MAX. SULFUR CONTENT 0.20 %  (JIS K 2204, CLASS #1)</p> <p>TANK WAGON (TW), OR TANK TRUCK (TT) INTO  2/237,800 GALLON TANKS AT BOILER PLANT #1, BLDG  1600.  MINIMUM DELIVERY: 3,700 GALLONS  MAXIMUM DELIVERY: 7,400 GALLONS  DELIVERY FREQUENCY: 5 PER WEEK  NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  MONTH. THESE ARE ESTIMATED FIGURES ONLY.</p>	1,809,564 GL

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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UNITED STATES NAVY  
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ATSUGI

JA, NAVY, NAF ATSUGI, KANAGAWA (NAVY EXCHANGE, ATSUGI, BLDG 78)  
HONSHU

DELIVERY DODAAC: N65951  
BILLING DODAAC N62649 = DFAS, JA  
BILLING DODAAC : N62649  
ORDERING OFFICE: 0468-21-1892  
(FISC YOKOSUKA FUEL DEPT)

539-59      KEROSENE 1-K (KJ1)      140,000    GL  
(JIS K 2203, CLASS #1)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/1,000 GALLON TANK AT BLDG 78.  
MINIMUM DELIVERY:      300 GALLONS  
MAXIMUM DELIVERY:      800 GALLONS  
DELIVERY FREQUENCY:  
2 PER WEEK DURING HEATING SEASON.  
1 PER MONTH DURING NON-HEATING SEASON..  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

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UNITED STATES NAVY  
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ZUSHI CITY

JA, NAVY, KANAGAWA PREFECTURE, IKEGO HOUSING  
HONSHU

DELIVERY DODAAC: N65115  
BILLING DODAAC : N62649  
ORDERING OFFICE: 0468-25-2860

540-44      FUEL OIL BURNER, (FJ1)      1,600,000    GL  
MAX. SULFUR CONTENT 0.20 %  
(JIS K 2204, CLASS #1)

TANK TRUCK (TT), INTO  
2/37,000 GALLON TANKS AT BOILER PLANT  
MINIMUM DELIVERY:    24,000 GALLONS  
MAXIMUM DELIVERY:    85,000 GALLONS  
DELIVERY FREQUENCY:  
SUMMER/APRIL-NOV = 9 DELIVERIES PER MONTH WITH  
APPROX. 3,700 GALLONS PER DELIVERY.  
WINTER/DEC-MAR = 22 DELIVERIES PER MONTH.  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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UNITED STATES NAVY  
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MCAS IWAKUNI

JA, NAVY, IWAKUNI-SHI, KURUMA-CHO, YAMAGUCHI-KEN (FOR LOGISTICS OFFICER).

SHIKOKU

DELIVERY DODAAC: UC1147

BILLING DODAAC : UC1147

ORDERING OFFICE : 0827-21-4171

ALT ORDERING OFFICE: EXT. 5240/5342

544-44	FUEL OIL BURNER, (FJ1) MIN. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1)	4,700,000 GL
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BARGE (BRG), (COASTAL TANKER) INTO  
2/210,000 GALLON TANKS AT BLDG 2071 (FINGER PIER).  
MINIMUM DELIVERY: 252,000 GALLONS PER DROP.  
MAXIMUM DELIVERY: 380,000 GALLONS PER DROP.  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

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UNITED STATES NAVY  
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SASEBO

JA, NAVY, FLEET ACTIVITIES, SASEBO NAVAL BASE, SASEBO-SHI,  
NAGASAKI-KEN.

KYUSHU

DELIVERY DODAAC: N65954

BILLING DODAAC : N43386

ORDERING OFFICE: 0956-24-4774

554-71	KEROSENE 2-K (KJ2) (JIS K 2203, CLASS #2)	80,000 GL
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TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/1,500 GALLON TANK TRUCK BEHIND BLDG 1625.  
MINIMUM DELIVERY: 526 GALLONS  
MAXIMUM DELIVERY: 1,052 GALLONS  
DELIVERY FREQUENCY: 2 PER WEEK DURING WINTER  
MONTHS ONLY.  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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UNITED STATES NAVY  
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DFSP TSURUMI  
JA, NAVY  
HONSHU

DELIVERY DODAAC: N68245  
BILLING DODAAC : N/A  
ORDERING OFFICE: N/A

600-44	FUEL OIL BURNER, (FJ1) MAX. SULFUR CONTENT 0.20 % (JIS K 2204, CLASS #1 )	45,745,425 GL
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FOB ORIGIN (FOB), BARGE (OR COASTAL TANKER)  
DELIVERED TO DESP TSURUMI, YOKOSUKA.  
NOTE: THIS IS AN ALTERNATE ITEM FOR FJ1  
DISTRIBUTION. THIS ITEM MAY BE AWARDED IN LIEU OF  
DESTINATION ITEMS: 005-44, 041-44, 045-44,  
500-44, 510-44, 520-44, 535-441, 535-442, 535-443,  
535-444, 535-445, AND 755-44. AWARD WILL BE MADE  
AT THE LOWEST EVALUATED COST TO THE GOVT.

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UNITED STATES AIR FORCE  
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YOKOTA AIR BASE

JA, USAF, AAFES PAC, EXCHANGE GAS STATION, BUILDING 1294.  
HONSHU

DELIVERY DODAAC: FP5209  
BILLING DODAAC : FP5209  
ORDERING OFFICE : 0425-52-2511  
ALT ORDERING OFFICE: EXT. 2295/7063

750-59	KEROSENE 1-K (KJ1) (JIS K 2203, CLASS #1)	300,000 GL
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TANK WAGON (TW), OR TT INTO  
1/10,000 GALLON TANK  
MINIMUM DELIVERY: 3,700 GALLONS  
MAXIMUM DELIVERY: 5,300 GALLONS  
DELIVERY FREQUENCY:  
WINTER -- 3 PER MONTH.  
SUMMER -- 1 EVERY 3 MONTHS.  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES AIR FORCE  
-----

YOKOTA AIR BASE

JA, USAF, FUSSA-FUSSA-SHI, TOKYO (FOR 374 SUPS/LGSF).  
HONSHUDELIVERY DODAAC: FP5209  
BILLING DODAAC : FP5209  
ORDERING OFFICE : 0425-52-2511  
ALT ORDERING OFFICE: EXT. 8059/9187755-44 FUEL OIL BURNER, (FJ1) 16,749,000 GL  
MAX. SULFUR CONTENT 0.20 %  
(JIS K 2204, CLASS #1)TANK CAR (TC), INTO  
3/420,000 GALLON TANKS AT BLDG 945.  
MINIMUM DELIVERY:  
11,000 GALLON TC'S -- 9 TC'S PER WEEK  
MAXIMUM DELIVERY:  
11,000 GALLON TC'S - 23 TC'S PER WEEK  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.-----  
UNITED STATES AIR FORCE  
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MISAWA AIR BASE

JA, USAF, AOMORI PREFECTURE.  
HONSHUDELIVERY DODAAC: FP5205  
BILLING DODAAC : FP5205  
ORDERING OFFICE: 0176-53-5181 X302

760-26 GASOLINE, MID UNL (MUM) 6,320,000 GL

TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
1/1,500 GALLON TANK AT BLDG 933  
MIN/MAX= 500 - 1,500 USG  
1/5,000 GALLON TANK AT BLDG 1946  
MIN/MAX = 2,500 - 5,000 USG  
3/10,000 GALLON TANKS AT BLDG 965  
MIN/MAX= 2,500 - 12,500 USG  
1/10,000 GALLON TANK AT BLDG 470  
MIN/MAX= 2,500 - 9,500 USG  
2/215,000 GALLON TANKS AT BLDG 496  
MIN/MAX= 2,500 - 10,000 USG  
1/10,000 GALLON TANK AT BLDG 1487  
MIN/MAX 2,500 - 9,500 USG  
1/500 GALLON TANK AT BLDG 31 (RIPSAW RANGE)  
MIN/MAX= 150 - 400 USG

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES AIR FORCE  
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760-44	<p>FUEL OIL BURNER, (FJ1)  MAX. SULFUR CONTENT 0.20 %  (JIS K 2204, CLASS #1)</p> <p>TANK WAGON (TW), OR TANK TRUCK (TT) INTO  2/420,000 GALLON TANKS AT BLDG 465,  MIN/MAX=2,500/10,000 GL  2/109,784 GALLON TANKS AT BLDG 1948,  MIN/MAX=4,500/14,000 GL  2/103,000 GALLON TANKS AT BLDG 3322,  MIN/MAX=4,500/14,000 GL  1/52,000 GALLON TANK AT BLDG 1337,  MIN/MAX=80/4,500 GL  1/42,000 GALLON TANK AT BLDG 1337,  MIN/MAX=80/4,500 GL  1/21,960 GALLON TANK AT BLDG 1573,  MIN/MAX=4,500/14,000 GL  3/18,000 GALLON TANKS AT BLDG 1743,  MIN/MAX=1,000/4,500 GL  1/15,000 GALLON TANK AT BLDG 1337,  MIN/MAX=80/4,500 GL  1/10,500 GALLON TANK AT BLDG 949,  MIN/MAX=4,500/9,000 GL  2/5,000 GALLON TANKS AT BLDG 1946 &amp; 767,  MIN/MAX=1,200/3,000 GL  1/3,000 GALLON TANK AT BLDG 910,  MIN/MAX=1,000/3,000 GL  1/2,000 GALLON TANK AT BLDG 1445,  MIN/MAX=1,000/1,200 GL  3/1,000 GALLON TANKS AT BLDGS 1335, 1742, 901,  MIN/MAX=250/1,000 GL  1/750 GALLON TANK AT BLDG 3060,  MIN/MAX=250/500 GL  1/665 GALLON TANK AT BLDG 933,  MIN/MAX=100/665 GL  3/550 GALLON TANKS AT BLDG 1941, 975, 31,  MIN/MAX=200/400 GL  1/520 GALLON TANK AT BLDG 66,  MIN/MAX=200/450 GL  3/500 GALLON TANKS AT BLDG 1465,  MIN/MAX=100/500 GL  2/360 GALLON TANKS AT BLDG 1464,  MIN/MAX=100/350 GL  1/350 GALLON TANK AT BLDG 1464,  MIN/MAX=100/350 GL.  4/300 GALLON TANK AT BLDG 1371, 1371,  MIN/MAX=100/450 GL.  30/250 GALLON TANKS AT BLDGS 3313, 3307, 3295,</p>	<p>10,000,000 GL</p>
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ITEM  
NUMBER

ESTIMATED  
QUANTITY UI

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UNITED STATES AIR FORCE  
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3294, 3254, 3253, 3247, 3243, 3242, 3226, 3220,  
3217, 3216, 3210, 3206, 3141, 3140, 3049, 3048,  
3045, 3044, 3035, 3029, 3021, 3020, 3015, 3012,  
3005, AND 460,  
MIN/MAX=250/250 GL  
1/244 GALLON TANK AT BLDG 745,  
MIN/MAX=75/175 GL.  
3/200 GALLON TANKS AT BLDG 302, 57, 21,  
MIN/MAX=50/200 GL.  
2/150 GALLON TANKS 1741, 1360,  
MIN/MAX=50/150 GL.  
2/148 GALLON TANKS AT BLDG 748, 518,  
MIN/MAX=50/75 GL.  
1/120 GALLON TANK AT BLDG 1378,  
MIN/MAX=120/120 GL.  
1/119 GALLON TANK AT BLDG 972,  
MIN/MAX=50/75 GL.  
3/100 GALLON TANKS AT BLDG 3060, 1500, RADOME,  
MIN/MAX=50/500 GL.  
1/80 GALLON TANK AT BLDG 1337,  
MIN/MAX=80/4,500 GL  
1/55 GALLON TANK AT BLDG 752,  
MIN/MAX=55/55.  
1/50 GALLON TANK AT BLDG 1500,  
MIN/MAX=50/100 GL.  
NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
MONTH. THESE ARE ESTIMATED FIGURES ONLY.  
DELIVERY: 1 APR - 30 SEPT EACH YEAR.

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES AIR FORCE  
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760-45      FUEL OIL SP BURNER, (FJ3)      10,000,000    GL  
              MAX. SULFUR CONTENT 0.20 %  
              (JIS K 2204, CLASS #3)

TANK WAGON (TW), OR TANK TRUCK (TT) INTO  
 2/420,000 GALLON TANKS AT BLDG 465,  
 MIN/MAX=2,500/10,000 GL  
 2/109,784 GALLON TANKS AT BLDG 1948,  
 MIN/MAX=4,500/14,000 GL  
 2/103,000 GALLON TANKS AT BLDG 3322,  
 MIN/MAX=4,500/14,000 GL  
 1/52,000 GALLON TANK AT BLDG 1337,  
 MIN/MAX=80/4,500 GL  
 1/42,000 GALLON TANK AT BLDG 1337,  
 MIN/MAX=80/4,500 GL  
 1/21,960 GALLON TANK AT BLDG 1573,  
 MIN/MAX=4,500/14,000 GL  
 3/18,000 GALLON TANKS AT BLDG 1743,  
 MIN/MAX=1,000/4,500 GL  
 1/15,000 GALLON TANK AT BLDG 1337,  
 MIN/MAX=80/4,500 GL  
 1/10,500 GALLON TANK AT BLDG 949,  
 MIN/MAX=4,500/9,000 GL  
 2/5,000 GALLON TANKS AT BLDG 1946 & 767,  
 MIN/MAX=1,200/3,000 GL  
 1/3,000 GALLON TANK AT BLDG 910,  
 MIN/MAX=1,000/3,000 GL  
 1/2,000 GALLON TANK AT BLDG 1445,  
 MIN/MAX=1,000/1,200 GL  
 3/1,000 GALLON TANKS AT BLDGS 1335, 1742, 901,  
 MIN/MAX=250/1,000 GL  
 1/750 GALLON TANK AT BLDG 3060,  
 MIN/MAX=250/500 GL  
 1/665 GALLON TANK AT BLDG 933,  
 MIN/MAX=100/665 GL  
 3/550 GALLON TANKS AT BLDG 1941, 975, 31,  
 MIN/MAX=200/400 GL  
 1/520 GALLON TANK AT BLDG 66,  
 MIN/MAX=200/450 GL  
 3/500 GALLON TANKS AT BLDG 1465,  
 MIN/MAX=100/500 GL  
 2/360 GALLON TANKS AT BLDG 1464,  
 MIN/MAX=100/350 GL  
 1/350 GALLON TANK AT BLDG 1464,  
 MIN/MAX=100/350 GL.  
 4/300 GALLON TANK AT BLDG 1371, 1371,  
 MIN/MAX=100/450 GL.  
 30/250 GALLON TANKS AT BLDGS 3313, 3307, 3295,

ITEM  
NUMBERESTIMATED  
QUANTITY UI-----  
UNITED STATES AIR FORCE  
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3294, 3254, 3253, 3247, 3243, 3242, 3226, 3220,  
 3217, 3216, 3210, 3206, 3141, 3140, 3049, 3048,  
 3045, 3044, 3035, 3029, 3021, 3020, 3015, 3012,  
 3005, AND 460,  
 MIN/MAX=250/250 GL  
 1/244 GALLON TANK AT BLDG 745,  
 MIN/MAX=75/175 GL.  
 3/200 GALLON TANKS AT BLDG 302, 57, 21,  
 MIN/MAX=50/200 GL.  
 2/150 GALLON TANKS 1741, 1360,  
 MIN/MAX=50/150 GL.  
 2/148 GALLON TANKS AT BLDG 748, 518,  
 MIN/MAX=50/75 GL.  
 1/120 GALLON TANK AT BLDG 1378,  
 MIN/MAX=120/120 GL.  
 1/119 GALLON TANK AT BLDG 972,  
 MIN/MAX=50/75 GL.  
 3/100 GALLON TANKS AT BLDG 3060, 1500, RADOME,  
 MIN/MAX=50/500 GL.  
 1/80 GALLON TANK AT BLDG 1337,  
 MIN/MAX=80/4,500 GL  
 1/55 GALLON TANK AT BLDG 752,  
 MIN/MAX=55/55.  
 1/50 GALLON TANK AT BLDG 1500,  
 MIN/MAX=50/100 GL.  
 NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY  
 MONTH. THESE ARE ESTIMATED FIGURES ONLY.  
 DELIVERY: 1 OCT - 31 MAR EACH YEAR.

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UNITED STATES AIR FORCE  
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760-59	KEROSENE 1-K (KJ1) (JIS K 2203, CLASS #1)  TANK WAGON (TW), OR TANK TRUCK (TT) W/25 FT 3 INCH HOSE AND A 3 INCH FEMALE COUPLING INTO 1/10,000 GALLON TANK 1/8,500 GALLON TANK DELIVERY FREQUENCY: OCT - APR = 8 DELIVERIES PER MONTH OR 5,360 GLS PER MONTH. MAY - SEPT = 6,340 GLS PER MONTH. NOTE: QUANTITY NOT NECESSARILY LIFTED EVERY MONTH. THESE ARE ESTIMATED FIGURES ONLY.	276,000 GL
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## SOLICITATION CLAUSES

### K1.01-2 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 1998)(DEVIATION)

(a) **DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) **Women-owned small business concern** means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) **TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M).**

(i) **TAXPAYER IDENTIFICATION NUMBER (TIN).**

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. \_\_\_\_\_

(ii) **CORPORATE STATUS.**

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity;

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(iii) **COMMON PARENT.**

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents that it--

☐ is

☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN.** The offeror represents that it--

- ☐ is  
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN.** The offeror represents that it--

- ☐ is  
☐ is not

a women-owned small business concern.

**NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.**

(4) **WOMEN-OWNED BUSINESS CONCERN.** The offeror represents that it -

- ☐ is  
☐ is not

a woman owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

- ☐ is  
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) **(Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Business Disadvantaged Business Concerns, and the offeror desires a benefit based on its disadvantaged status.)**

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is  
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has  
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) **JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL BUSINESS CONCERNS.**

The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

\_\_\_\_\_.

(d) **CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has  
☐ has not

participated in a previous contract or subcontract subject either to the EQUAL OPPORTUNITY clause of this solicitation, the clause originally contained in Section 310 of Executive Order 10925, or the clause contained in Section 201 of Executive Order 11114; and

(ii) It--

- ☐ has  
☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has developed and has on file  
☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) **CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).** **(Applies only if the contract is expected to exceed \$100,000).** By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) **BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE.** **(Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is included in this solicitation.)**

(1) The offeror certifies that--

- (i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and  
(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

\_\_\_\_\_  
 (Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

\_\_\_\_\_  
 (Insert line item no.)

\_\_\_\_\_  
 (Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

\_\_\_\_\_  
 (Insert line item no.)

\_\_\_\_\_  
 (Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

\_\_\_\_\_  
(Insert line item no.)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is included in this solicitation.)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

\_\_\_\_\_  
(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)



(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

\_\_\_\_\_  
(Insert line item number)

\_\_\_\_\_  
(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

**(h) CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

- ☐ are  
☐ are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,  
and

(2) ☐ Have or  
☐ Have not,

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- ☐ are or  
☐ are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(FAR 52.212-3)

**K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

**L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1998)**

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(v) Terms of any express warranty;

(vi) Price and any discount terms; and

(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

(3) **IFBs ONLY.**

(i) Facsimile bids \_\_\_\_\_ authorized for this solicitation.

(ii) **EVALUATION - Net Payment Terms.** Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(4) **RFPs ONLY.**

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(c) **STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD.** The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(d) **PERIOD FOR ACCEPTANCE OF OFFERS.** The offeror agrees to hold the prices in its offer firm for **120** calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(e) **PRODUCT SAMPLES.** When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(f) **MULTIPLE OFFERS.** Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(g) **LATE OFFERS.**

(1) **FOR IFBs.** See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

(2) **FOR RFPs.**

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term **working days** excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date on the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. **Postmark** means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. **Postmark** has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is **3 P.M.**, local time for the designated Government office.

(h) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(i) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(j) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(k) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

**(l) CONTRACT AWARD.**

**(1) RFPs ONLY (not applicable to IFBs).**

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(m) **AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.**

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION  
470 L'ENFANT PLAZA, SW, SUITE 8100  
WASHINGTON, DC 20407  
TELEPHONE: (202) 619-8925  
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

(2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)  
BUILDING 4, SECTION D  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5094  
TELEPHONE: (215) 697-2667/2179  
FAX: (215) 697-1462

(i) Automatic distribution may be obtained on a subscription basis.

**11.03-1 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (APR 1998)**

(a) **INSPECTION/ACCEPTANCE.** The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and

(8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Unless otherwise provided by an addendum to this contract, the Government shall make payment in accordance with FAR Clause 52.232-33, MANDATORY INFORMATION FOR ELECTRONIC FUNDS TRANSFER PAYMENT, which is incorporated herein by reference. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purposes of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** The contract price includes all applicable Federal, State, and local taxes and duties.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services;

(2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;

(3) The clause at 52.212-5;

(4) Addenda to this solicitation or contract, including any license agreements for computer software;

(5) Solicitation provisions if this is a solicitation;

(6) Other paragraphs of this clause;

- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4)

**II.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (OCT 1998)**

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ☐ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ 52.219-8, Utilization of Small, Small Disadvantaged, and Women-Owned Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).
- ☐ 52.219-9, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☐ 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.
- ☒ 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☐ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- ☐ 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).
- ☐ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ☐ 52.225-18, European Union Sanction for End Products (E.O. 12849).
- ☐ 52.225-19, European Union Sanction for Services (E.O. 12849).
- ☐ 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). ☐ Alt I.
- ☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- ☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

#### **11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (OCT 1998)**

(a) The Contractor agrees to comply with the following clauses, which are included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components:

252.247-7023 Transportation of Supplies by Sea

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ☐ 252.205-7000 Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416
- ☐ 252.206-7000 Domestic Source Restriction, 10 U.S.C 2304
- ☐ 252.219-7003 Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637
- ☐ 252.219-7005 Incentive for Subcontracting with Small Business Businesses, Small Disadvantaged Businesses, Historically Black Colleges and Universities and Minority Institutions, 10 U.S.C. 2301 note
- ☐ 252.225-7001 Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582
- ☒ 252.225-7007 Buy American Act -Trade Agreements Act - Balance of Payments Program ( ☐ Alt I), 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note
- ☐ 252.225-7012 Preference for Certain Domestic Commodities
- ☐ 252.225-7014 Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note
- ☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note
- ☐ 252.225-7021 Trade Agreements ( ☐ Alt I), 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note.
- ☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779
- ☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755
- ☐ 252.225-7029 Restriction on Acquisition of Air Circuit Breakers, 10 U.S.C. 2534(a)93)
- ☐ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act – Balance of Payments Program ( ☐ Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- ☐ 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- ☒ 252.243-7002 Certification of Requests for Equitable Adjustment, 10 U.S.C. 2410
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(DFARS 252.212-7001)



## **ADDENDUM #1 CLAUSES**

### **PREAWARD SOLICITATION PROVISIONS**

#### **K33.01 AUTHORIZED NEGOTIATORS (DFSC JAN 1998)**

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

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#### **K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 1994)**

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) **DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

**K86 FOREIGN TAXES (DFSC JUN 1987)**

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

(a) Foreign taxes included in the contract price are as follows:

NAME OF TAX

AMOUNT

(b) Foreign taxes invoiced separately are as follows:

NAME OF TAX

AMOUNT

(DFSC 52.229-9F16)

## INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS/OFFERORS OR QUOTERS

### **L2.01-1 PROPOSAL PREPARATION INSTRUCTIONS AND PAST PERFORMANCE SUBMISSION (DESC APR 1998)**

(a) **THE OFFER.** The offer (proposal) shall consist of the following items:

(1) **Standard Form (SF) 1449**, Solicitation/Contract Order for Commercial Items, blocks 12, 17 through 24, and 30.

(2) **Schedule clause.** The offeror shall insert its proposed unit prices for each contract line item in the spaces provided in the SUPPLIES TO BE FURNISHED clause or as specified in the solicitation.

(3) **Offeror Submission Package.** The offeror shall complete the representations and other statements of offerors contained in the Offeror Submission Package enclosed with this solicitation. The clauses/provisions found in the Offeror Submission Package are duplicated in the basic solicitation.

(4) **Other Required Documents.** The offeror shall submit all other documents required by the terms and conditions of this solicitation.

(5) **Exceptions.**

(i) Any exceptions the offeror takes to the terms and conditions of the solicitation must be submitted with the offer. Only exceptions detailed in the offer will be treated as exceptions to the terms and conditions of the solicitation. Any exceptions taken by the offeror will be considered by the Government and either accepted or rejected. Exceptions that are accepted by the Government will be incorporated into any resultant contract; exceptions that are rejected by the Government must be withdrawn by the offeror or the offer will be rejected.

(ii) If the offeror does not take any exceptions, completion of blocks 12, 17 through 24, and 30 of the SF 1449 signifies the offeror's agreement to the terms and conditions contained in the solicitation.

(b) **PAST PERFORMANCE SUBMISSION.**

(1) In addition to its offer, each offeror must complete the Contractor Performance Data Sheet (CPDS) (Attachment A). The contracts and/or subcontracts submitted on the CPDS should be similar in nature to the solicitation requirements and completed within the last 3 years. All contracts/subcontracts submitted should have a minimum of one year's performance history. The Government reserves the right to consider contracts still in progress and to consider contract and/or subcontract information outside the specified time periods. The contracts may include efforts undertaken on behalf of the Defense Energy Support Center, other Federal agencies (including those performed for non-DoD activities), quasi-government organizations, State or local governments, and/or private industry. By submitting the CPDS, the offeror agrees to permit the Government's representatives to contact the references listed and inquire as to the past performance of the offeror.

(2) If the offeror determines that it has not performed any contracts or subcontracts for the same or similar work required by the solicitation, the offeror should indicate this on the CPDS by marking the appropriate box.

(c) **SOCIOECONOMIC PLAN SUBMISSION (APPLICABLE TO LARGE, SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED BUSINESSES).** The offeror must provide a description of its efforts to ensure that small, small disadvantaged, and women-owned small business concerns will have an equal opportunity to compete for subcontracts under any resultant contract. The description should include any partnering arrangements with such companies and include specific names to the extent they are known.

### **L2.10 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(FAR 52.214-34)

### **L2.10-1 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(FAR 52.214-35)

**L2.11-2 FACSIMILE PROPOSALS (OCT 1997)**

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is (703) 767-8506.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

**L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD**

(a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.

(b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an “Agency Level Protest under Executive Order 12979.” The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest, it is not a review of a Contracting Officer’s decision on a protest filed with the Contracting Officer.)

(c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.

(d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

**L54 SITE VISIT (DFSC OCT 1992)**

(a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**L74 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Fixed Price with Economic Price Adjustment provisions contract resulting from this solicitation.

(FAR 52.216-1)

**L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DFSC JAN 1998)**

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DFSC 52.252-9F01)

## **EVALUATION FACTORS FOR AWARD**

**M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)**

(a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT clause.

(b) Final Proposal Revision (FPR) prices, with any increases or decreases in the reference price through the date and time set for FRPs, will be used in evaluating offers.

(c) If no FPR is submitted, the original offer, with any increases or decreases in the reference price through date set for FRPs, will be used in evaluating offers.

(DESC 52.215-9F19)

**M20 EVALUATION OF OFFERS SUBJECT TO THE UTILITY COST-SHARING AGREEMENT (DFSC JAN 1997) (REV)**

(a) All offers for FS1 and Kerosene will be evaluated according to the utility cost-sharing agreement between the Government of Japan (GOJ) and the United States. Under this agreement, the GOJ will reimburse the United States for FS1 and Kerosene costs for heating fuels at 100%.

(b) Only product supplied by a Japanese supplier/refinery qualifies for GOJ reimbursement under this agreement. For purposes of this clause, use of a leased/contracted facility by a non-Japanese firm or subsidiary does not qualify for reimbursement. Offers will be evaluated according to the final actual cost to the U.S. Government. Should offers be received for both Japanese end product and other product the following evaluation criteria will apply:

(1) Offers of FS1 and Kerosene that consist of Japanese-supplied product will be evaluated according to the offer price less a prorated reimbursement factor of 100 percent.

(2) The FS1 and Kerosene offers that consist of other than Japanese-supplied product will be evaluated at the offer price.

**M55 CONVERSION FACTORS (DESC APR 1998)**

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

**(1) TABLE I.**

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

**(2) TABLE II.**

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@15 <sup>0</sup> C	@60 <sup>0</sup> F					
	Kg/m <sup>3</sup>	API					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
BURNER FUEL OILS							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY 960.7	15.7	6.557	275.39	1040.91	6.662	279.81	
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
DIESEL FUELS							
DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36

INTERMEDIATE FUEL OILS

IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

JET FUELS

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26

KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) **TABLE III.**

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
FSII DIEGME	1.025	8.561	3.884
			(DESC 52.215-9F05)

**M72.03-1 EVALUATION FACTORS FOR BEST OVERALL VALUE (OVERSEAS) (DESC FEB 1998)**

(a) **BASIS OF AWARD.**

(1) The Government will award contracts to the responsible offeror(s) whose offer conforms to the solicitation and that represent the best overall value. The Government will determine best overall value on the basis of an integrated assessment of the following evaluation factors:

- (i) Past performance; and
- (ii) Price.

Offerors are advised that the Government is more interested in obtaining quality performance than lowest price. However, the Government will not pay a price premium that it considers disproportionate to the benefits associated with the offeror's record of past performance.

(2) In determining best overall value, the Government will evaluate and rate each offeror's past performance based on preestablished standards. The offer(s) selected as best value will represent the best tradeoff to the Government between past performance and price.

(b) **ACCEPTABILITY OF OFFERS.** An offer will be considered acceptable if, and only if, an offeror agrees to the terms and conditions in the solicitation, or if the Government has accepted any exceptions submitted with the offer.

(c) **EVALUATION OF PAST PERFORMANCE.**

(1) The Government will evaluate, based on preestablished standards, the quality the offeror's past performance. This may include any aspect of past performance that is related to this solicitation. The assessment of the offeror's past performance will be used as a means of evaluating the offeror's ability to meet the solicitation requirements. A record of poor performance may be considered an indication that the offeror has failed to conform to contract requirements and/or to standards of good workmanship, adhere to contract schedules, including the administrative aspects of performance; provide reasonable and cooperative behavior and commitment to customer satisfaction; and/or display a business-like concern for the interests of the customer. Offerors shall be afforded an opportunity to address unfavorable reports of past performance, and the offeror's response, or lack thereof, will be taken into consideration. Recent contracts may be examined to ensure that corrective action measures have been put in place to prevent the recurrence of past performance problems. Prompt actions taken to correct performance problems may be considered a reflection of management concern for customer satisfaction; however, such action may not mitigate all negative performance trends. Additionally, a record of satisfactory or exceptional past performance will not result in a favorable assessment of an otherwise unacceptable proposal. Offerors lacking relevant past performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance.

(2) The Government reserves the right to consider any information available to it in evaluating an offeror's past performance. This includes information obtained from the offeror's references, past and present customers, subcontractors, and any other sources that may have useful information. However, the Government reserves the right not to contact all of the references listed by the offeror. The Government also reserves the right to assess the offeror's past performance based solely on the offeror's performance under an existing DESC contract or a previous DESC contract for work similar to that required by the solicitation.

(3) The subfactors listed below are equal to one another in importance and will be used to evaluate past performance:

(i) **Quality of Product and Service.** Assessment of the offeror's ability to conform to contract requirements, specifications, and standards of good workmanship.

(ii) **Schedule.** Assessment of the offeror's ability to meet delivery schedules, to respond to administrative issues in a timely manner, and to complete a contract.

(iii) **Business Relations.** Assessment of the offeror's commitment to maintaining an acceptable level of performance, customer satisfaction, and meeting small, small disadvantaged, and women-owned business participation goals, as applicable. This includes the offeror's history of reasonable and cooperative behavior, participation in problem identification, and corrective action measures.

(d) **BEST VALUE DETERMINATION.** After the past performance ratings are determined, a series of paired comparisons will be made between competing offerors for each line item. In making these paired comparisons, the Government will determine the difference in past performance and price. If, in any paired comparison, one offeror is superior in past performance and offers the lowest price, then the Government will consider that offeror to represent the better value. But, if the offeror with the superior past performance offers a higher price than the competing offeror, the Government will decide whether the superior performance merits the higher price. If so, then the Government will consider the offeror with superior past performance at a higher price to represent the best value. Otherwise, the Government will consider the competing offeror with the lower price and lower past performance rating to represent a better value. The Government will continue to make paired comparisons in this manner until it has identified the offeror that represents the best value based on past performance and price. In the event of a tie among all factors and subfactors between two or more offerors considered to represent the best value, the final award decision shall be made by a drawing by lot limited to those offerors. The drawing shall be witnessed by at least three persons, with the names and addresses of the witnesses and supervising official documented in the contract file.

### LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

#### TITLE

DD FORM 1707; INFORMATION TO OFFERORS OR QUOTERS  
SF 1449; SOLICITATION / CONTRACT / ORDER TO COMMERCIAL ITEMS  
CONTRACT PERFORMANCE DATA SHEET  
MARKET & SALES DATA INFORMATION REQUEST

#### LOCATION

COVER SHEET  
PAGE 1  
ATTACHMENT A  
ATTACHMENT B



## **ADDENDUM #2 CLAUSES**

### **POSTAWARD CONTRACT CLAUSES**

#### **B19.01-2 ECONOMIC PRICE ADJUSTMENT - MARKET PRICE (PC&S) (KOREA/GUAM/JAPAN) (DESC MAR 1997)**

(a) **WARRANTIES.** The Contractor warrants that--

(1) The unit prices set forth in the Schedule do not include allowances for any portion of the contingency covered by this clause;

and

(2) The prices to be invoiced hereunder shall be computed in accordance with the provisions of this clause.

(b) **DEFINITIONS.** As used throughout this clause, the term--

(1) **Base unit price** means the unit price set forth opposite the item in Section B of the Schedule.

(2) **Market price** means a price determined by an independent trade association, governmental body, or other third party and reported or made available in a consistent manner in a publication, electronic data base, or other form. This price may be either a single market price or a combination of market prices for price adjustment for individual items by product, market area, and publication as specified in the Table in (g) below. For purposes of this procurement, the market price is the average of the prices published in Platt's Oilgram Price Report. The applicable market price is identified by product following the Table in (g) below.

(i) **Base market price** means the price as shown in column IV of the Table in (g) below and is the market price from which economic price adjustments are calculated pursuant to this clause.

(ii) **Adjusting market price** means the market price in effect on the date of delivery and that will be used to determine the change in market price as defined in (c)(1) below.

(3) **Date of delivery** is defined as follows:

(i) **FOR F.O.B. DESTINATION TRUCK DELIVERIES.** The date product is received, on a truck-by-truck basis.

(ii) **FOR ALL OTHER TYPES OF DELIVERIES.** The date and time product commences moving past the specified f.o.b. point.

(c) **ADJUSTMENTS.** For products delivered by barge or tanker, the Contractor shall notify the DESC Contracting Officer of any delivery and associated change in the adjusting market price within 15 days from the date thereof. For products delivered via other modes (TT, TW, etc.), price adjustments shall be semimonthly and shall occur on the first and third Monday of each month. No increase in a contract unit price for barge or tanker deliveries shall be executed pursuant to this provision until the increase in the applicable adjusting market price has been verified by the Contracting Officer.

(1) Subject to the provisions of this clause, the prices payable hereunder shall be determined by adding to the base unit price the same number of cents, or fraction thereof, that the adjusting market price increases or decreases, per like unit of measure, subsequent to the date on which the base market price is established (see column IV of the Table). The prices payable shall be issued through semimonthly contract modifications effective the first and third Monday of each month.

(2) All arithmetical calculations, including the final adjusted unit price, shall be rounded to four decimal places.

(3) **FAILURE TO DELIVER.** Notwithstanding any other provisions of this clause, no upward adjustment shall apply to product scheduled under the contract to be delivered before the effective date of the adjustment, unless the Contractor's failure to deliver according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract, in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(4) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price, pursuant to these economic price adjustment provisions, shall not exceed 60 percent of the base unit price in any applicable program year (whether a single year or a multiyear program), except as provided hereafter.

(i) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with an appropriate explanation and documentation as required by the Contracting Officer.

(ii) If an actual increase in the market price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill pending or future orders for such item, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing.

(5) **REVISION OF MARKET PRICE INDICATOR.** In the event--

- (i) Any applicable market price indicator is discontinued or its method of derivation is altered substantially; or
- (ii) The Contracting Officer determines that the market price indicator consistently and substantially fails to reflect market

conditions,--

the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustments hereunder. The contract shall be modified to reflect such substitute effective on the date the indicator was discontinued, altered, or began to consistently and substantially fail to reflect market conditions. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS clause of this contract.

(d) **CONVERSION FACTORS.** If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS provision, apply unless otherwise specified in the Schedule.

(e) **EXAMINATION OF RECORDS.** The Contractor agrees that the Contracting Officer or designated representatives shall have the right to examine the Contractor's books, records, documents, and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause.

(f) **FINAL INVOICE.** The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(g) **TABLE.**

I	II	III	IV
		Heading under which market price is published and	Base market price as of <u>08 FEB 99</u>
<u>Item no.</u>	<u>(see (b)(2) above)</u>	<u>name of product</u>	<u>(date of publication)</u>
All	Platt's Oilgram Price Report	C&F Japan	

The escalator for FJ#1, FJ#3, KJ#1 and KJ#2 is the average of the high and low product postings for "Kerosene" in Platt's Oilgram Price Report, "Spot Price Assessments," under the heading "Singapore/Japan Cargoes (\$/Bbl) under the column "C&F Japan". Prices will move on the first and third Monday of each month based on the five (5) dates effective ending the last day of the week before the first and third Monday of each month.

The escalator for gasoline (MUM) is the average of the high and low product postings for Mogas Unleaded, Singapore/ Japan Cargoes, C&F Japan in Platt's Oilgram Price Report, "Spot Price Assessments". Prices will move on the first and third Monday of each month based on the five (5) dates effective ending the last day of the week before the first and third Monday of each month.

See Paragraph (c ) Adjustments above.

(DESC 52.216-9F55)

## DESCRIPTION / SPECIFICATIONS

**C1 SPECIFICATIONS (DESC JAN 1997)**

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

**C16.18-20 GASOLINE, AUTOMOTIVE (PC&S) (JAPAN) (DESC SEP 1998)**

(a) Supplies delivered under this contract shall conform to all in-country environmental requirements applicable to the geographic location of the receiving activity on the date of delivery. In the event the in-country environmental requirement is more stringent than the specification contained in this contract, the Contractor shall deliver product that complies with the more stringent requirement. Product that fails to meet the more stringent requirement will be considered to be a nonconforming supply.

(b) **GASOLINE SHALL MEET JAPANESE STANDARD JIS K 2202, GRADE 1 (LATEST REVISION) WITH THE FOLLOWING ADDITIONAL REQUIREMENTS.**

(1) **OCTANE REQUIREMENT.** The Government's octane requirement is expressed by the antiknock index (AKI). The AKI is the average of the research octane number (RON) and the motor octane number (MON). The minimum AKI is identified in (3) below. If the AKI is not reported, then the RON value and the sensitivity of the fuel shall be reported. The sensitivity is the difference between the RON and the MON. The sensitivity of the fuel shall be 10 or less.

(2) **REID VAPOR PRESSURE (RVP).** The Contractor is expected to know and comply with the in-country RVP requirements of the areas being supplied.

(3) **CLASSIFICATION.** The product shall be classified as described below:

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>AKI, MINIMUM</u>
9130-01-272-0983	Gasoline, Midgrade Unleaded	89

(DESC 52.246-9FGA)

**C16.22-1 KEROSENE (PC&S) (JAPAN) (DESC JAN 1987)**

Kerosene shall meet Japanese Standard JIS K 2203 with the following additional requirements:

- (a) Freeze point (ASTM D 2386 - latest revision) shall be minus 30°C maximum.
- (b) Viscosity at 40°C (ASTM D 445 - latest revision) shall be 1.0-1.9 cst.
- (c) Grade No. 1 shall be used for 1K; Grade No. 2 shall be used for 2K.

(DESC 52.246-9FKE)

**C16.43 FUEL OIL, BURNER (PC&S) (JAPAN) (DESC JAN 1997)**

(a) **CLASSIFICATION.** Burner fuel oil shall conform to Japanese Standard JIS K 2204. Product shall be classified in accordance with the pour point requirement shown below:

<u>NATIONAL STOCK NUMBER</u>	<u>PRODUCT NOMENCLATURE</u>	<u>PRODUCT CODE</u>	<u>POUR POINT REQUIREMENT</u>
9140-01-408-7183	Burner Fuel Oil, Class 1	FJ1	-2.5°C max
9140-01-408-7198	Burner Fuel Oil, Special Class 3	FJ3	-30°C max

(b) **SEASONAL REQUIREMENTS.**

- (1) Mainland Japan (except Hachinohe and Misawa AFB) require FJ1 year-round.
- (2) Hachinohe and Misawa AFB require FJ1 from April 1 to November 14 and FJ3 from November 15 to March 31 of each year in a multiyear contract.

(DESC 52.246-9FBW)

## INSPECTION AND ACCEPTANCE

THE FOLLOWING CLAUSE APPLIES TO--

1. ALL LUBRICATING OIL DELIVERIES.
2. ALL AVIATION FUEL DELIVERIES.
3. ALL BULK DELIVERIES; EXCEPT FOR PC&S BULK DELIVERIES WHERE THIS CLAUSE APPLIES ONLY TO DELIVERIES BY BARGE, VESSEL, OR PIPELINE.

### **E1 CONTRACTOR INSPECTION RESPONSIBILITIES (DESC APR 1997) (REV)**

#### **(a) QUALITY CONTROL PLAN.**

(1) The Contractor is required (unless otherwise instructed by the Government) to provide and maintain an inspection system and a written description (Quality Control Plan (QCP)) acceptable to the Government. The Contractor has the option to provide and maintain an inspection system that, as a minimum, incorporates the requirements of: Q91 (ISO9001) Quality Systems - Model for Quality Assurance in Design/Development, Production Installation, and Servicing, or Q92 (ISO9002) Quality Systems - Model for Quality Assurance in Production and Installation. If the contractor chooses to comply with Q91 or Q92 quality system format, all the specific Quality Assurance Provisions of this contract must be included in the Q91, Q92 written quality plan. The QCP shall be established and reviewed for adequacy by the Quality Representative (QR) prior to commencement of production or services. The copy of the QCP provided to the QR shall be in English. An acceptable QCP is required prior to Government inspection and acceptance of supplies or services. The QCP shall be reviewed and updated when deemed necessary. It will be updated anytime that changes are made to the inspection system or as identified by quality problems. The Contractor must sign and date each revision to the QCP and require subcontractors to sign and date each revision to the subcontractor's QCP.

(2) The Contractor shall require subcontractors (unless otherwise instructed by the Government) to provide and maintain inspection systems and QCPs that are acceptable to the Government.

(3) The QCP shall include an identification of key operational positions, a schematic diagram of plant facilities pertinent to the inspection system indicating all inspection points, and a description covering the following operations relating to the supplies to be furnished under the contract:

(i) **RECEIVING.** Procedures used to assure quality of additives blended into product supplied under this contract;

(ii) **BLENDING AND COMPOUNDING.** Identification of component base stocks used to produce finished product.

Procedures to be used for adding, prior to batching, all required additives at all locations.

When procedures for in-line blending of non-aviation products in accordance with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause are used, the QCP will provide for establishing blend ratios, and identify the responsible personnel within the Contractor's organization authorized to establish the blend ratios;

(iii) **SAMPLING.** Procedures for sampling additives, blend tanks, shipping tanks, lines, and conveyances/containers in accordance with API Manual of Petroleum Measurement Standards (MPMS), Chapter 8, Section 1, Sampling of Petroleum and Petroleum Products, and/or Section 2, Automatic Sampling of Petroleum and Petroleum Products. Procedures include location of sample taken, frequency, quantity, minimum tests required on sample, and sample retention procedures. **NOTE: For f.o.b. origin tanker, barge, and pipeline shipments,** a flow-proportional sample taken in accordance with MPMS Chapter 8.2, Automatic Sampling, will be required at the custody transfer point after October 1, 1997. **For other than f.o.b. origin shipments,** Automatic In-Line Sampling is preferred at the custody transfer point, but representative samples taken in accordance with MPMS Chapter 8, Section 1, are acceptable. See Table I, Minimum Sampling and Testing Requirements, and Table II, Sample Retention, below;

(iv) **TESTING.** Types of tests and test methods/procedures to be performed on samples taken from each location identified in (iii) above, and may be incorporated by test method reference in the QCP, if complete reference is available at the place of performance. See Table III, "Definition of Test Series." below;

(v) **CALIBRATION.** Program for testing and measuring equipment in accordance with ISO 10012-1, "Quality Assurance Requirements for Measuring Equipment, Part 1, or equivalent local regulation as appropriate; and, a program for meters used to determine quantity complying with the American Petroleum Institute Manual of Petroleum Measurement Standards, Chapters 4, 5, and 6, or equivalent foreign standard. For items not covered by ASTM, API or IP publications, the applicable manufacturer's recommended calibration method, or methods outlined in the applicable industry publication, shall be used if acceptable to the Government;

(vi) **STORAGE AND HANDLING.** Procedures for quality determination and maintenance of physical equipment necessary to ensure product integrity. Includes a description of storage and handling equipment including tanks, lines, valves, and manifolds used; identification of dedicated/common product system including description of line segregation and controls to assure capability for proper gauging, sampling, draining of water, filtration, circulation, drying; and identification of any other process/system used in maintaining product integrity during storage and handling;

(vii) **LOADING AND SHIPPING, GENERAL.** Procedures for product movement and related quality/quantity checks from shipping tank(s) to custody transfer point in order to maintain product integrity. Provide description of transfer system from shipping tank to transfer point in order to maintain product integrity. System must be a dedicated or properly isolated common system incorporating blind flanges, spectacle plates, or double valves between them to prevent contamination. Single valves designed to provide the same protection are also acceptable if positive isolation is assured. Systems with single valve (excluding twin seal single valves) isolation require specific procedures be included in the QCP to assure product integrity after the last single valve and prior to the acceptance point. When single valves are present in the system, the contractor shall provide their quality control procedures from the first single valve to the custody transfer point at time of bid to the contracting officer for determination of acceptability. Procedures for conditioning and testing of improperly isolated systems to the custody transfer point (including loading arm and hoses used). For in-line blending of non-aviation products, where approved in this contract, requirements must comply with the IN-LINE BLENDING OF NON-AVIATION PETROLEUM PRODUCTS clause;

(viii) **LOADING AND SHIPPING - TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS.** Inspect conveyances prior to loading to determine quality/quantity suitability to load as follows: All compartments have been prepared in accordance with Table IV, Conversion Chart for Tank Cars, Tank Trucks, and Intermodal Containers, below. Preparation requirements include hoses. Conveyances carrying lubricating oil will be dry and free from loose rust, scale, and dirt. Conveyances carrying other products will be dry and substantially free from loose rust, scale and dirt. (Procedures to confirm, prior to loading, quality and quantity of product in conveyance when requested by the ordering office to "load on top." Reject conveyance if product cannot be identified or product on board does not meet specification of intended load product. Provide for documentation of load on top occurrences for volume of product prior to load, loaded quantity, and total volume on board the conveyance. Confirm quality and quantity of loaded conveyance.) Provide for investigating discrepancies in either recorded quality or quantity. Seal conveyance and record seal numbers on the DD Form 250. Strainers and filters shall be located as near the loading or filling point as practicable and shall be used as outlined below for all deliveries except deliveries into tanker, barge, or pipeline.

(A) All aviation fuel shall be passed through strainers of 100 mesh or finer screen:

(B) All lubricating oil products, including preservatives, having a kinematic viscosity at 100°F of 20.0 centistokes or less shall be passed through a 100 mesh or finer screen;

(C) All lubricating oil products, including preservatives, having a kinematic viscosity greater than 20.0 centistokes at 100°F, but less than 22.0 centistokes at 210°F, shall be passed through a 60 mesh or finer screen; and

(D) The Contractor shall furnish and periodically inspect strainers and filters pursuant to this paragraph to determine condition and perform maintenance as necessary, keeping a written record thereof.

(ix) **LOADING AND SHIPPING - TANKERS AND BARGES.**

(A) **For f.o.b. destination Contractor-supplied tankers/barges.** State procedures to be used to ensure vessels are suitable to load the intended product.

(B) **For f.o.b. origin Government supplied tanker/barges.** Procedures for maintaining time log of all significant events/delays including vessel notice of readiness, vessel arrival, docking, vessel deballasting, and conditioning of cargo tanks, inspections, hoses connected, starts, stops, release, or any other event that affects laytime of the vessel. Procedures for assuring condition of loading line (full of tested product, all air bled and pressure packed) and gauging shore tanks, both before and after loading. Procedures for pre-load discussion between Contractor, vessel, and QR to include, but not be limited to, prior three cargoes and cleaning compliance to Tables V and VI below, loading plan, loading rates, sampling requirements, and after loading sampling and gauging. (Prior to loading - sample, gauge and test intransit cargoes designated for load on top. Sample (1 gallon), gauge, and retain any other product on board, except for JP-7 or JP-TS.) All cargo quantities will be calculated and volume corrected both before and after loading. Assure closing and sealing of sea suction, overboard discharge, and product separation valves and record on DD Form 250-1. Procedures for commencement of loading into one tank up to 3 feet, switching to at most two other vessel tanks, during sample analysis (sampling and testing) to confirm product integrity into first tank. Monitoring the loading from source to vessel, investigating irregularities immediately, stopping loading if necessary. Procedures for after-loading sampling, testing, determination of quantity, and preparation of all paperwork. Procedures for investigating discrepancies in quality (mandated if off-specification or out of testing tolerance) and quantity (mandated if variance is  $\pm 0.5$  percent or figures suspect) on loaded conveyance.

(C) **For both f.o.b. origin and destination supplied tankers/barges.** Procedures for immediately notifying the QR when irregularities occur or are suspected and on all occasions when loading is interrupted. Procedures for completing and distributing required documentation prior to release of the vessel. Documentation includes DD Form 250-1 and DD Form 250-1 continuation sheet, ullage reports, bills of lading, customs documentation, and results of quality/quantity investigations.

**Authority to release a Government furnished vessel rests with the Government QR after compliance and completion by the Contractor of all required operations, including the preparation of the DD Forms 250-1.**

(x) **RECORDS AND REPORTS.** To include at a minimum, test reports on product and additives, additive blending records, vessel port logs, vessel notice of readiness, DD Forms 250 and 250-1 (the DD Form 250-1 and DD Form 250-1 continuation sheet(s) will be signed by the Contractor in the appropriate block before presenting to the QR), and calibration documents, and will include by whom, where, and how prepared, and retention information.

(xi) **CORRECTIVE ACTION.** Actions to be followed to effect correction of any deficiency affecting product quality or quantity determination, such as handling of off-specification product (waivers, conveyance rejections, etc.).

(4) The QCP shall identify an individual to serve as a point of contact for quality/quantity matters relating to the inspection system described in the plan.

(5) The Contractor is responsible for all inspection systems, QCPs, and product quality and quantity.

(6) The Government QR will be available to review and discuss the Contractor's proposed QCP; however, the Contractor shall remain responsible for developing and describing acceptable quality control procedures.

(b) The Contractor shall perform all inspection and acceptance tests required by the specifications of the supplies to be furnished under this contract or shall have such tests performed in a laboratory acceptable to the Government. When such tests are performed at origin on supplies to be accepted at destination, documentation that will enable verification of the original test results shall be provided to the Government at the time of acceptance.

(c) The Contractor may inspect Government-furnished tankers and barges prior to loading unless specifically prohibited by the Government QR. All other shipping conveyances, exclusive of tankers or barges, shall be inspected by the Contractor prior to loading to determine suitability for loading. If the Contractor and the QR disagree as to the suitability for loading of Government furnished conveyance for supplies to be accepted at origin, the determination of the QR shall govern. Government-furnished transportation equipment that is unsatisfactory for loading shall be reported by the Contractor in accordance with the provisions of the SHIPMENT AND ROUTING clause. Procedures to determine suitability to load tank trucks and tank cars shall include but not be limited to visual inspection of interior compartments to assure cleanliness and dryness. Manifolds must be drained and be clean and dry for intended product.

(d) When requested by the U.S. Government, the Contractor shall furnish no more than five (ten in the case of jet fuel) 1-gallon samples of liquid product or five 1-pound samples of solid or semi-solid product from any individual batch or lot of the supplies to be furnished under this contract. Such samples shall be furnished without charge to the Government and shall be packed, marked, and shipped by the Contractor, at its expense.

(e) The Contractor shall keep all quality and quantity records, including DD Form 250-series documents, complete and available to the Government during the performance of this contract and for three years after final payment under this contract.

(f) Immediately following award of this contract, the Contractor shall notify the QR of the source or sources of the supplies to be furnished under any item calling for delivery f.o.b. destination. The Contractor shall also notify the QR of any changes in source in sufficient time to permit inspection by the Government.

(g) The inspection system and related operations provided or performed pursuant to this clause shall be subject to surveillance by the QR.

TABLE I

**MINIMUM SAMPLING AND TESTING REQUIREMENTS<sup>(1)</sup>**

LOCATION	WHEN SAMPLED	TYPE OF SAMPLE	TYPE OF TEST
1. Refinery/Terminal Shipping Tank	Each Batch Prior to Acceptance	All Level or Single Tank Composite	A (2)
2. Shipping Line:  Dedicated Line  Common Line	Prior to Loading	Line (Static)	C  B
3. Custody Transfer Point	Immediately After Start of Shipment	Line	C
4. Tanker/Barge/Pipeline Custody Transfer Point	During Loading/Shipment	Representative Sample See Note, para. E1.a.(iii) Flow proportional sample required after Oct. 1, 1997	Retain Only
5. Tanker/Barge/Pipeline Custody Transfer Point	Hourly	Line	Visual
6. Tanker/Barge First-In	1 Hour After Start of Loading	Spot	C - plus Particulate
7. Tanker/Barge	After Loading	Each Compartment	Workmanship, Density
8. Tanker/Barge	After Loading	Multi-Tank Composite of Each Product Loaded	B (3)
9. Tank Car/Truck Loading Rack	Prior to start of filling each day, and after change of source tank.	Line	C
10. Tank Cars/Truck/ Intermodal Containers	After Filling	All-Level	Workmanship (For FSII: C)

**NOTES FOR TABLE I:**

- (1) AT THE GOVERNMENT'S OPTION, FULL SPECIFICATION TESTING MAY BE REQUIRED AT THE CUSTODY TRANSFER POINT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FURNISH THE GOVERNMENT WITH SATISFACTORY EVIDENCE OF SPECIFICATION COMPLIANCE.
- (2) AFTER A TYPE C TEST ON AN UPPER, MIDDLE, AND LOWER SAMPLE VERIFIES BATCH CONFORMANCE TO HOMOGENEITY REQUIREMENT.
- (3) TYPE A TESTS REQUIRED WHEN IN-LINE BLENDING USED.

**TABLE II**

**SAMPLE RETENTION**

<b>TYPE OF SAMPLE</b>	<b>MINIMUM QUANTITY</b>	<b>RETENTION PERIOD</b>
Bulk Additives	2 Liters	Until Receipt and Quality Verification of New Lot/Batch
Drummed Additives	1 Liter	When Stocks Exhausted
Shipping Tank(s)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Tanker/Barge)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Composite Line (Pipeline)	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tank Truck/Car, Intermodal Container	1 Liter	15 Days
Tanker/Barge Composite	20 Liters - for Aviation Fuels and Lubricating Oils 10 Liters - for all other Fuels	45 Days
Tanker/Barge Composite Each Compartment	0.5 Liter	45 Days



**TABLE III**  
**DEFINITIONS OF TEST SERIES**

- I. TYPE A: Includes all specification quality conformance tests plus any additional contractual requirements.
- II. TYPE B & C: As shown in the table below for each product group. Individual product test requirements will be as applicable; e.g., Flash Point is required for the Turbine Fuels group. This is applicable to JP-5 and JP-8, but not JP-4. The specification must be consulted for this determination.

	AVGAS		TURBINE FUELS		MOGAS		DIESELS/ KEROSENE		BURNER FUELS		LUBES		FSII
TEST PROPERTIES	B	C	B	C	B	C	B	C	B	C	B	C	C
Appearance	*	*	*	*	*	*	*	*			*	*	
Particulate content	*		*								*		
Filtration Time			*										
Color	*	*	*	*	*	*	*	*			*	*	
Density/API Gravity Specific Gravity	*	*	*	*	*	*	*	*	*	*	*	*	*
Distillation	*		*		*		*						
Corrosion, Copper Strip	*		*		*								
Existent Gum	*		*		*								
Carbon Residue							*		*				
Lean/Rich Ratings	*												
Reid Vapor Pressure	*		*		*								
Water Reaction			*										
Lead Content	*												
Freeze Point			*										
Flash Point			*	*			*	*	*	*	*	*	
FSII Content			*										
WSIM / MICROSEP			*										
Conductivity			*										
Sediment & Water									*	*			
Viscosity									*		*	*	
Water Content									*		*	*	*

\* THE PROCEDURE TO BE USED FOR CONDUCTING THESE TESTS WILL BE AS STATED IN THE APPROPRIATE PRODUCT SPECIFICATION AND/OR CONTRACT.

TABLE IV

**CONVERSION CHART FOR TANK CARS, TANK TRUCKS, AND INTERMODAL CONTAINERS**

LAST PRODUCT CARRIED (1)	PRODUCT TO BE LOADED				
	JET FUEL JP-4 JET B MOGAS AVGAS	JET FUEL JP-5 JP-8 JET A/A1 DF-A, DL-A DFW	DIESEL FUEL F76 (B) DF-1, 2 DL-1, 2	LUBRICATING OILS	FSII
AVGAS MOGAS JP-4 JET B	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY
JP-8, JP-5 JET A/A1 DF-A, DL-A DFW	DRAIN EMPTY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
F-76 DF-1, -2 DL-1, -2 ASTM-D975 NO 1D, 2D FS-1, 2, 4L	STEAM DRY (B)	DRAIN EMPTY (B)	DRAIN EMPTY (C)	STEAM DRY (B)	STEAM DRY (B)
FS-4, 5, 6 IFO's ASTM D975 No. 4D	NO LOAD	NO LOAD	NO LOAD	NO LOAD	NO LOAD
LUBRICATING OILS	NO LOAD	NO LOAD	DRAIN EMPTY	DRAIN EMPTY (A)	NO LOAD
JET FUEL JPTS, JP-7	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	STEAM DRY
FSII	DRAIN EMPTY	DRAIN EMPTY	DRAIN EMPTY	STEAM DRY	DRAIN EMPTY
NAPHTHA	DRAIN EMPTY	STEAM DRY	STEAM DRY	STEAM DRY	STEAM DRY

**NOTES FOR TABLE IV:**

- (1) If a product is not listed in this column permission to load and conveyance preparations must have been provided by DESC-BQ.
- (A) Applicable only when loading compatible oils; otherwise steam and dry.
- (B) If previous cargo contained dye marker, all traces of color must be removed.
- (C) If product to be loaded does not contain dye the vehicle must not contain any traces of dye prior to loading.

TABLE V

**GUIDE FOR THE PREPARATION OF TANKER CARGO TANKS**

LAST PRODUCT CARRIED (1) (2)	PRODUCT TO BE LOADED				
	JP-4 JET B MOGAS AVGAS	JP-5 JP-8 JET A/A1 DF-A, DL-A DFW	F76 DF-1, 2 FS-1, 2	FS 4, 5, 6 IFOs	LUBE OILS
JP-4 JET B MOGAS	A	B,A	B,A	B,A	B,A
JP-5, JP-8 JET A/A1 DF-A, DL-A DFW	A	A	A	A	E,A
F-76 DF-1, 2, DL-1, 2 ASTM D 975 NO. 1D, 2D FS-1, 2	C,A	C,A	A	A	E,A
ASTM D 975 - NO 4D FS-4, 5, 6 IFOs	NO LOAD	NO LOAD	D,A	A	NO LOAD
JPTS JP-7	A	A	A	A	E,A
LUBRICATING OILS	NO LOAD	NO LOAD	D,A	A	E,A
CRUDE	NO LOAD	NO LOAD	D	A	NO LOAD

**NOTES FOR TABLE V:**

- (1) If a product is not listed in this column permission to load and tanker preparation requirements must have been provided by DESC-BQ.
- (2) If previous cargo contained dye marker, all traces of color must be removed.
- (A) All cargo lines will be dropped, tanks stripped, ballast residue removed, and cargo tanks gas free to permit entry and inspection.
- (B) All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Cargo tanks must be free of water, loose rust, sludge, mud, silt, etc.
- (C) The same as for B above, except that hot water will be used instead of cold. If tank interiors are coated, water temperature should not exceed 136°F.
- (D) Cargo tanks and system will be processed in accordance with the instructions contained in MIL-STD-291(SH), "Cargo Tank Cleaning."
- (E) Cargo tanks and systems must be cleaned in such a manner as will remove all rust, scale, sediment, and all traces of previous cargo and water.

TABLE VI

**GUIDE FOR THE PREPARATION OF BARGE CARGO TANKS**

LAST PRODUCT CARRIED (1) (2)	PRODUCT TO BE LOADED				
	JP-4 JET B MOGAS AVGAS	JP-5 JP-8 JET A/A1 DF-A, DL-A DFW	F76 DF-1, 2 DL-1, 2 FS-1, 2	FS 4, 5, 6 IFOs 180, 380	LUBE OILS/ FSII
AVGAS JP-4 JET B MOGAS	A	B	B	B	B
JP-5, JP-8 JET A/A1 DF-A, DL-A DFW	A	A	A	A	E
F-76 DF-1, 2, DL-1, 2 ASTM D 975 NO. 1D, 2D FS-1, 2	C	A	A	A	E
ASTM D 975 - NO 4D FS-4, 5, 6 IFOs	NO LOAD	NO LOAD	D	A	E
JPTS JP-7	A	A	A	A	E
LUBRICATING OILS	NO LOAD	NO LOAD	D	A	E
FSII	A	A	B	A	E
CRUDE	NO LOAD	NO LOAD	D	A	NO LOAD

**GENERAL STATEMENT:** All cargo tanks must be free of water, loose rust, sludge, mud, silt, ballast residue.

**NOTES FOR TABLE VI:**

- (1) If a product is not listed in this column, permission to load and tanker preparation requirements must have been provided by DESC.
- (2) If previous cargo contained dye marker, all traces of color must be removed.
- (A) No specific preparations required if lines have been dropped and tanks stripped.
- (B) All cargo and vent lines will be drained of previous product and flushed with cold water. Cargo tanks will be thoroughly machine washed using cold water. Cargo tanks will be gas free.
- (C) The same as for B above, except that hot water will be used instead of cold.
- (D) Cargo tanks and systems will be processed in accordance with the instructions contained in MIL-STD-291(SH), "Cargo Tank Cleaning." Tanks will be gas free.
- (E) Cargo Tanks and Systems must be cleaned in such a manner as will remove all rust, scale, sediment and all traces of previous cargo and water.

(DESC 52.246-9F75)

**E5 INSPECTION OF SUPPLIES - FIXED-PRICE (AUG 1996)**

(a) **DEFINITION. Supplies**, as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering supplies under this contract and shall tender to the Government, for acceptance, only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Government during contract performance and for as long afterwards as the contract requires. The Government may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under the contract.

(c) The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Government shall bear the expense of Government inspections or tests made at other than the Contractor's or subcontractor's premises; PROVIDED, that in case of rejection, the Government shall not be liable for any reduction in the value of inspection or test samples.

(e) (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.

(2) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

(f) The Government has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Government may reject nonconforming supplies with or without disposition instructions.

(g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and, when required, shall disclose the corrective action taken.

(h) If the Contractor fails to promptly remove, replace, or correct rejected supplies that are required to be removed or to be replaced or corrected, the Government may either (1) by contract or otherwise, remove, replace, or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

(i) (1) If this contract provides for the performance of Government quality assurance at source, and if requested by the Government, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Government inspection.

(2) The Government's request shall specify the period and method of the advance notification and the Government representative to whom it shall be furnished. Requests shall not require more than 2 workdays of advance notification if the Government representative is in residence in the Contractor's plant, nor more than 7 workdays in other instances.

(j) The Government shall accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. Government failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability on the Government, for nonconforming supplies.

(k) Inspections and tests by the Government do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Government, in addition to any other rights and remedies provided by law, or under other provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; PROVIDED, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or nonconformance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original

point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the Government shall have the right by contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby.

(FAR 52.246-2)

**E12 POINT OF ACCEPTANCE (DFSC MAY 1969)**

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DFSC 52.246-9F11)

**E21.01 SUPPLEMENTAL INSPECTION (OVERSEAS) (DFSC DEC 1982)**

(a) Inspection responsibility is assigned to the cognizant office specified in the LIST OF INSPECTORS FOR OVERSEAS PETROLEUM CONTRACTS or QUALITY REPRESENTATIVE clause of this contract, whichever is applicable.

(b) On items calling for f.o.b. origin delivery, inspection and acceptance will be performed at the point of delivery.

(c) On items calling for f.o.b. destination delivery, preliminary inspection for quality will be performed at the product source, with final inspection and acceptance at destination except that--

(1) On all bulk fuels, other than aviation, that are delivered via TT/TW to U.S. Government installations for their use and consumption, Government inspection for identity and quantity will be performed by the receiving activity at point of acceptance.

(2) If there is evidence that product deliveries are not in conformance with the contract, assistance, if required, should be solicited from the cognizant inspection office.

(3) The Government reserves the right to perform quality inspection at all times and places if warranted.

(d) On items calling for delivery of drummed or packaged products, either f.o.b. origin or f.o.b. destination, inspection for product quality will be performed at the point of manufacture or blending. If the point of blending is different from the point of manufacture of component stocks, preliminary inspection of component stocks may be performed at their point of manufacture. Quality verification and inspection for proper filling and packaging will be performed at the point of filling. Final inspection and acceptance will be at the point of delivery.

(e) Whenever the item calls for delivery into or by tanker, either f.o.b. origin or f.o.b. destination, the Contractor shall keep the Inspector informed of the loading date and source of supply and any changes thereto as far in advance of the loading date as is possible to permit necessary inspection by the Government.

(f) When the item calls for delivery f.o.b. origin into Government-furnished tanker and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) at least 14 days in advance of the scheduled delivery date. When the item calls for f.o.b. destination delivery and the Contractor has the option to designate the loading point(s), the Contractor shall notify the Inspector and the Ordering Officer of the designated loading point(s) as far in advance of the loading date as is possible.

(DFSC 52.246-9F16)

**E22.01 QUALITY REPRESENTATIVE (DFSC JUL 1992)**

The Quality Office assigned inspection responsibility under this contract is:

DCMAO JAPAN  
PSC 477 Box 39  
FPO AP 96306-2739

**E35.02 REQUESTS FOR WAIVERS AND DEVIATIONS (DESC JUN 1997)**

(a) The following procedures apply to requests for specification waivers.

(1) Requests for waivers and deviations shall be submitted by the Contractor to the Contracting Officer with a copy to the Quality Representative (QR). Each request shall provide the following information: Contractor name; contract number; contract line item and product, if applicable; clause number, paragraph and subparagraph, as appropriate; the nature of the request; the reason for the request; the corrective action being taken by the Contractor to correct and prevent recurrence of the condition(s) causing the nonconformance; and equitable price adjustment offered over the administrative fee. In extraordinary situations, the Contractor may initially submit the request for a deviation or waiver through the cognizant QR to the Contracting Officer or the Contracting Officer's Representative (COR) in the Bulk Fuels Business Unit, Product Technical and Standardization Division, Defense Energy Support Center (DESC). Extraordinary situation requests shall be submitted formally to the Contracting Officer prior to close of business of the next DESC normal workday. As used in this clause, the term "extraordinary situation" means the matter cannot await resolution until the DESC normal workday (0800 to 1630 hours), Monday through Friday - Federal holidays excluded. In addition, if either the Contracting Officer or the COR cannot be reached, the Duty Officer shall be contacted and provided the necessary information to forward to the proper individuals as soon as possible. The Duty Officer's telephone number is (800) 286-7633, (703) 767-8420, or (DSN) 427-8420.

(2) If the waiver is granted, the contract will be modified to provide an equitable price reduction or other adequate consideration commensurate with the waiver being granted. If the situation dictates, a waiver may be granted without prior agreement on price adjustment or other consideration subject to agreement by the Contractor, or its representative, to subsequent negotiation. Such agreement shall be documented on the receiving document or other appropriate correspondence. After negotiations, failure to agree on adequate consideration shall be a dispute concerning a question of fact within the meaning of paragraph (d), Disputes, of the CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS clause of this contract.

(3) If the waiver is granted and the nonconforming supplies are accepted, then in no event will consideration be less than \$250 to cover administrative costs, plus any additional cost of Government inspection or tests if reinspection or retest is necessary.

(4) If the waiver is granted modifying this contract but the supplies accepted are nevertheless determined to be in conformity with contract specifications, the Contractor shall still be obligated to pay the consideration originally agreed upon in support of the waiver. If, however, this consideration exceeds \$500, a second contract modification shall be issued reducing the Contractor's obligation to \$500 (the administrative cost of issuing the two required modifications).

(b) When notification of nonconforming supplies is received after the supplies have been accepted, and the Government determines not to exercise its right to reject or to require correction under the INSPECTION OF SUPPLIES clause, then in no event will consideration be less than \$250 to cover administrative costs. This \$250 fee is in addition to--

- (1) Consideration commensurate with the extent of nonconforming supplies; and
- (2) Cost of Government inspection or tests if reinspection or retest is necessary.

The administrative fee will apply to each claim letter issued for off-specification product delivered to an activity.

(DESC 52.246-9FR1)

**DELIVERIES OR PERFORMANCE****F1 DELIVERY CONDITIONS FOR TANK CARS, BOXCARS, TRUCKS, TRANSPORT TRUCKS, TRUCKS AND TRAILERS, TANK WAGONS, PIPELINE, AND LIGHTERS (DESC NOV 1996)**

(a) On items calling for delivery at Contractor's refinery, terminal, or bulk plant f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, at Contractor's expense, into equipment specified in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries shall be made upon the day specified in the order provided that the Contractor shall have received the order at least 48 hours prior to the day so specified, except for deliveries--

(i) By pipeline (other than into vessel, dredge, or barge for use as ships' bunkers) for which the Contractor shall be given 15 days' notice prior to the date so specified; and

(ii) Into vessel, dredge, or barge by any means of delivery including pipeline for use as ships' bunkers, for which deliveries the Contractor shall be given 24 hours' notice prior to the specific time delivery is to be made.

(3) All packaged or drummed material to be delivered f.o.b. boxcar, truck, or lighter shall be loaded (braced and blocked where necessary) by the Contractor as follows:

(i) **RAIL SHIPMENTS IN CONTINENTAL UNITED STATES AND ALASKA.**

(A) In accordance with the LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS clause.

(B) To the extent there is no conflict between the standards mentioned in paragraph (a) of the **LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS** clause, when a freight advantage to the Government would result, the Contractor will load boxcars to maximum capacity, including multiple tiering.

(ii) **TRUCK SHIPMENTS IN THE UNITED STATES.** In accordance with ICC Regulations and best commercial practices.

(iii) **RAIL SHIPMENTS AND TRUCK SHIPMENTS - OVERSEAS, POSSESSIONS AND TERRITORIES.** In accordance with best commercial practices and local regulations, or as indicated in the Schedule.

(iv) **LIGHTER.** In accordance with best commercial practices.

(4) Except for supplies delivered f.o.b. boxcar, truck, or lighter, title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving conveyance. Title to supplies delivered f.o.b. boxcar, truck, or lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car, truck, or lighter is released to, and accepted by, the carrier.

(b) On items calling for delivery f.o.b. destination by means of tank car, boxcar, truck, transport truck, truck and trailer, tank wagon, pipeline, or lighter--

(1) Supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination and by means of the transportation equipment specified in the Schedule or, if no specific destination is indicated in the Schedule, to the destination specified in the order. (For activities listed in DESC Handbook 4525.1 as last revised, the shipping addresses stated herein shall apply.) Delivery shall be accomplished at Contractor's expense into Government storage or into the type of receiving equipment otherwise specified in the Schedule or in the order, except for--

(i) Delivery by tank car which shall be accomplished by spotting the car alongside the unloading manifold connection at the specified destination;

(ii) Delivery by boxcar which shall be accomplished at the specified destination as follows:

(A) If such activity has a railroad siding, by spotting the car alongside the unloading platform or elsewhere at such destination as may be designated by the receiving activity;

or

(B) If such activity does not have a railroad siding at the unloading platform of the railroad siding serving such activity, and if the freight tariff provides for free pickup and delivery service, delivery shall be made to the activity specified in the order;

(iii) Delivery by truck which shall be accomplished by spotting the truck at the unloading platform at the specified destination and by placing the drummed or packaged supplies at the tailgate of the truck; and

(iv) Delivery by lighter which shall be accomplished as indicated in the Schedule.

(2) Unless otherwise specified in the Schedule, all deliveries by tank car or boxcar shall be made within 24 hours from the time specified in the order, provided that such order shall have been received by the Contractor at least 120 hours prior to the time so specified; all other deliveries, except as hereinafter indicated, shall be made on the day specified in the delivery order and unless otherwise authorized by the receiving activity during normal working hours of such activity, provided that such order shall have been received by the Contractor at least 48 hours prior to the days so specified. Pipeline deliveries (except those into vessel, dredge, or barge) shall be made on the day specified in the delivery order, provided the order shall have been received by the Contractor at least 15 days prior to the day so specified. Delivery into vessels, dredges, or barges from a marine service station or by means of transport truck, truck and trailer, tank wagon, or pipeline shall be made at the specific time specified in the order, provided that such order shall have been received by the Contractor at least 24 hours prior to the specific time such delivery is required to be made.

(3) The Contractor shall not be required to deliver by transport truck or truck and trailer a quantity less than a full load nor into more than one storage tank, with the following exceptions:

(i) An order placed under an item of this contract calling for delivery by transport truck of motor gasoline, fuel oil, diesel fuel, or kerosene, or, if this procurement is for Central America only, jet fuel, may require delivery of a quantity as low as 5,200 gallons whenever the activity is restricted either by a tank capacity or by a directive from receiving a larger quantity; and

(ii) Where the Schedule provides for multiple drop delivery, the Contractor may be required to deliver into more than one storage tank. Where truck and trailer is the method of delivery specified, the Contractor may, at its option, make delivery by transport truck. In the case of deliveries in Alaska, where truck and trailer or transport truck is the method of delivery specified, the Contractor may, at its option, make delivery by tank wagon.

(4) The Contractor shall not be required to deliver by tank wagon a quantity of less than 575 liters (or 150 gallons) but, at the Government's option, may be required to deliver into more than one storage tank.

(5) When delivery of fuel oil or lubricating oil is made by tank car, such car shall be equipped with steam coils, if specified in the order, to facilitate the unloading of such product.



(6) When delivery is made by tank wagon, such wagon shall be equipped with pump, meter, and a minimum of 100 feet (30 meters) of hose. Where delivery is made by transport truck or truck and trailer, such delivery equipment shall be equipped with a minimum of 15 feet of hose.

(7) When delivery is made by tank wagon, transport truck, or truck and trailer to a Government facility--

(i) The Contractor shall provide properly maintained delivery equipment and properly trained delivery personnel to reasonably assure that delivery can be made without damage to vegetation and asphalt pavement adjacent to storage facilities being filled. The Contractor's delivery personnel who have not exercised reasonable care and delivery equipment which is poorly maintained, may be refused entrance to the installation by the installation Commander.

(ii) The Contractor shall present delivery equipment and product in such condition at destination so as to permit complete off-loading within the prescribed free time.

(8) Unless otherwise provided in the Schedule, free time for unloading trucks, transport trucks, or trucks and trailers shall be unlimited.

(9) Except for supplies delivered by tank car, boxcar, truck, or lighter, title to supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass into the receiving facilities. Title to supplies delivered by tank car or boxcar, and risk of loss thereof, shall pass from the Contractor to the Government at the time the car is released by the carrier for unloading. Title to supplies delivered by truck, and risk of loss thereof, shall pass from the Contractor to the Government when the drummed or packaged supplies are removed from the truck. Title to supplies delivered by lighter, and risk of loss thereof, shall pass from the Contractor to the Government at the time the receiving vessel's tackle is attached to the supplies to be unloaded.

(DESC 52.247-9F07)

**F1.09 DETERMINATION OF QUANTITY (DESC NOV 1997)**

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

**(1) DELIVERIES INTO OR BY TANKER/BARGE.**

**(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

**(ii) F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of receiving shore tank measurements.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

**(2) DELIVERIES INTO OR BY PIPELINE.**

**(i) F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Shipping tank measurements.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

**(ii) F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the quantity shall be determined (at the Government's option) on the basis of--

- (a) Receiving tank measurements; or
- (b) Calibrated meter (if the facility is so equipped).

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

**(iii) F.O.B. JUNCTION.** On items requiring delivery f.o.b. junction of Contractor-owned or controlled pipeline and Government-owned or controlled pipeline, the quantity shall be determined (at the Government's option) on the basis of--

- (A) Calibrated meter; or
- (B) Shipping tank measurements. Pipeline between shipping tank and f.o.b. point shall be full at the time of tank gaugings.
- (C) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(3) **DELIVERIES INTO OR BY RAIL TANK CAR.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter; or
- (b) Weight, using calibrated scales; or
- (c) The certified capacity table for the rail tank car.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the quantity of supplies furnished under this contract shall be determined (at the Government's option) on the basis of--

- (A) The certified capacity table of the rail tank car received; or
- (B) Weight, using calibrated scales; or
- (C) Calibrated meter.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(4) **DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded; or
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

(B) The Government has the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) In any case, at the Government's option, quantity may be determined at the receiving activity on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(B) If the Government does not elect to use one of the methods in (A) above, the quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Calibrated meter;
- (b) Certified capacity tables. The tables must be made available at the time of delivery;
- (c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is

full to the marker and the entire quantity is delivered; or

(d) The net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or calibrated scales. If this method is used, the Government reserves the right to redetermine the quantity received at time of delivery by gauging the receiving tank before and after delivery.

(iii) **WATER BOTTOMS.**

- (A) Every delivery must be free of all water bottoms prior to discharge; and
- (B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION.** Volume correction to gallons at 60°F (or liters at 15°C) is required for--

(1) All product volumes measured in storage tanks, tankers, barges, pipeline tenders, and rail tank cars.

(2) All product volumes of chemicals, residual fuels, and lubricating oils measured in tank trucks, trucks and trailers, and tank wagons. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396).

(3) All other volumes of fuels and fuel oils measured in tank trucks, trucks and trailers, and tank wagons which are in excess of 3,500 gallons.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the U.S., other technically equivalent national or international standards may be used. Certified capacity tables shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) API MPMS Chapter 11.1, Volume Correction Factors (API 2540/AASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine shall be the referee method.

(i) For crude oils, JP4, and Jet B, use Volume I, Tables 5A and 6A (or Volume VII Tables 53A and 54A).

(ii) For lubricating oils, use Volume XIII, Tables 5D and 6D (or Volume XIV, Tables 53D and 54D).

(iii) For all other fuels and fuel oils, use Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B).

(iv) For chemicals/additives use Volume III, Table 6C (or Volume IX, Table 54C), or volume correct in accordance with the product specification.

(v) Volume XII, Table 52, shall be used to convert cubic meters at 15°C to barrels of 60°F. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be used.

(vi) If the original measurement is by weight and quantity is required in U.S. gallons, then--

(A) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(B) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F.

(2) **API MPMS, Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(3) **API MPMS Chapter 12, Calculation of Petroleum Quantities.** All calculations of net quantities shall be made in accordance with this chapter. Outside the U.S., use of a tank shell correction factor is not required unless its use is a customary practice for custody transfer.

#### **F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DFSC AUG 1996)**

(a) For deliveries when temperature compensating meters are used to determine quantity, the shipping document shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, subparagraph (b), the shipping document shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) For all other deliveries, the shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

#### **F4 DELIVERY AND ORDERING PERIODS (DFSC AUG 1976)**

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

(1) Ordering Period Begins: 01 JULY 1999 and Ends: 30 JUNE 2001.

(2) Delivery Period Begins: 01 JULY 1999 and Ends: 30 days after end of ordering period.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

#### **F16 BARGE UNLOADING CONDITIONS (DESC MAY 1998)**

(a) On items calling for delivery f.o.b. destination by means of barge--

(1) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of barge will be furnished the Contractor at least 24 hours, plus the normal barge running time from point of loading to the destination, in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as the "scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(2) Within 3 hours after receipt of notice by the receiving activity from the Master or Mate of a tug or of a self-propelled barge of readiness to unload, the Government will provide, free of cost, a reachable safe berth for the tug and tow or self-propelled barge to be afloat at all times at the unloading port: PROVIDED, however, that if the receiving activity does not receive notice of a barge's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date, the Government will be allowed 12 hours after receipt of notice within which to provide a berth.

(3) Unless otherwise provided in the Schedule, the Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 2,000 barrels of supplies to be unloaded, plus 1 1/2 hours; PROVIDED, however, that if the condition or facilities of the barge to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the barge; PROVIDED, further, that when the barge is delayed in reaching its berth within 3 hours or 12 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the barge, such allowed laytime shall be increased by the duration of such delay; and PROVIDED, further, that if regulations of the owner or operator of the barge or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such allowed laytime. Laytime shall commence either--

(i) At the expiration of the notice period prescribed by (2) above (the 3 hours' or the 12 hours' notice, as the case may be), berth or no berth; or

(ii) Immediately upon the barge's arrival in berth (i.e., all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement, until unloading of the barge is completed and the hoses have been disconnected.

(4) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by paragraph (3) above, or as otherwise provided for in the Schedule, demurrage will be paid by the Government at the demurrage rate in the charter for the barge unloading, except (i) that such rate shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault and negligence of the Government; and (ii) that the demurrage payable by the Government shall in no event exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government, if the laytime allowed in the charter is a combined total for both loading and discharging, 1/2 thereof shall be allocated to the unloading operation, except when less than a full cargo is unloaded, where such allocation shall be determined on a pro-rata basis.

(5) In the event of breakdown of Contractor's equipment, which will prohibit unloading for at least two hours, the Contractor will be required to remove the equipment from the Government-provided berth, unless permission is granted by the Government to allow the equipment to remain on berth. When the Government grants permission for the Contractor equipment to remain on berth, the Contractor will be responsible to reimburse the Government for any cost incurred by the Government for furnishing personnel to remain with the barge during repair; PROVIDED further, that if the Contractor removes the equipment from the Government provided berth, notice of readiness to unload will be again required as provided in (2) above.

(6) For all deliveries, hoses for unloading a barge will be furnished, connected, and disconnected by the Government.

(7) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the permanent hose connections of the barge unloading the supplies.

(8) The term **barge**, as used herein, shall include lake tankers.

(b) **BARGE FREE TIME AND DEMURRAGE CHARGES FOR DOMESTIC POSTS, CAMPS, AND STATIONS CONTRACTS.**

(1) Unless the offeror indicates otherwise, free time will be unlimited. Free time allowed and demurrage rates will not be considered in evaluation of offers for award.

<u>ITEM</u>	<u>FREE TIME ALLOWED</u>	<u>DEMURRAGE BEYOND FREE TIME</u>		
		<u>BARGE</u>	<u>TUG</u>	<u>OTHER</u>

(2) Notwithstanding the above, the Government will not pay more than the actual rate charged by the barge carrier or the rate the Contractor normally charges its regular commercial customers, whichever is lower. Free time is in addition to all hours of laytime that elapse in excess of the allowed laytime for unloading as provided in this clause.

**F18 F.O.B. DESTINATION (NOV 1991)**

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight." When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarded for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall-

- (1) (i) Pack and mark the shipment to comply with contract specifications; or
- (ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;
- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

(FAR 52.247-34)

**F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)**

(a) Ordering and Paying Officers under the contract are as indicated below:

<u>ITEM NO.</u>	<u>ORDERING OFFICER</u>	<u>PAYING OFFICER</u>
005-44, 006-44, 011-44 016-44, 021-44, 026-44 031-44, 032-44, 036-44 041-44, 045-44	Commander 17 <sup>th</sup> Area Support Group or his designee FPO AP 96343-0054	DFAS/J/FMFCP Bldg., 104 Unit 5220 APO AP 96328-5220
500-44, 510-44, 515-44 520-44, 530-71	Material Officer USN Public Works center, Yokosuka FPO AP 98762-3100	DFAS/J/FMFCP Bldg., 104 Unit 5220 APO AP 96328-5220
505-59, 525-59, 537-59 539-59	Director/Deputy Dir Fuel Depot U.S. Naval Supply Depot Yokosuka	DFAS/J/FMFCP Bldg., 104 Unit 5220 APO AP 96328-5220
535-441, 535-442, 535-443 535-444, 535-445	Commanding Officer Naval Air Facility, Atsugi FPO AP 98767-5000	DFAS/J/FMFCP Bldg., 104 Unit 5220 APO AP 96328-5220
540-44	Material Officer U.S. Navy Public Works Center PSC 473, Box 13 FPO AP 98760-1103	DFAS/J/FMFCP Bldg., 104 Unit 5220 APO AP 96328-5220

544-44	Logistics Officer Marine Corps Air Station Iwakuni FPO AP 98760-1900	DFAS/J/FMFCP Bldg., 104 Unit 5220 APO AP 96328-5220
554-71	Supply Officer Range Company, Camp Fuiji FPO AP 98760-1900	DFAS/J/FMFCP Bldg., 104 Unit 5220 APO AP 96328-5220
600-44	Commander Defense Energy Region, Pacific (DER PAC) or his Designated Representative	DFAS/J/FMFCP Bldg., 104 Unit 5220 APO AP 96328-5220
750-59, 755-44	Fuels Management Officer 374 <sup>th</sup> SUPS/LGSF Yokota Air Base, Japan FPO AP 96328-5000	DFAS/J/FMFCP Bldg., 104 Unit 5220 APO AP 96328-5220
760-26, 760-44, 760-45 760-59	Fuels Management Officer 374 <sup>th</sup> SUPS/LGST Yokota Air Base, Japan	DFAS/J/FMFCP Bldg., 104 Unit 5220 APO AP 96328-5220

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

DEFENSE ENERGY SUPPORT CENTER  
ATTN: DESC-PLB  
8725 JOHN J. KINGMAN ROAD, SUITE 4950  
FORT BELVOIR, VA 22060-6222

COMMANDER  
U.S. ARMY PETROLEUM CENTER  
ATTN: SATPC-L  
NEW CUMBERLAND ARMY DEPOT  
NEW CUMBERLAND, PA 17070-5008

HQ ACC/LGSF  
ATTN: MSGT MIKE HOLGATE  
25 E STREET, SUITE 1326  
HICKAM AFB HI 96853-5427

(DESC 52.242-9F01)

**F51 SHIPMENT AND ROUTING (OVERSEAS) (DFSC NOV 1972)**

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method,

selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(DFSC 52.247-9F12)

#### **F54 TANKER UNLOADING CONDITIONS (DFSC APR 1997)**

On items calling for delivery f.o.b. destination by means of tanker--

(a) The supplies ordered hereunder shall be delivered, all transportation charges paid, to the destination specified in the Schedule. Unless otherwise specified in the Schedule, orders placed under items of the Schedule calling for delivery f.o.b. destination by means of tanker will be furnished the Contractor at least 30 days in advance of the date on which delivery is to be made, which date is hereinafter referred to in this clause as "the scheduled delivery date." Each order will specify the quantity to be delivered and the scheduled delivery date. The scheduled delivery date may be changed by the Contractor at any time if the Ordering Officer approves.

(b) The Contractor will notify the receiving activity, or cause it to be notified, of the name, size, and expected hour of arrival of each tanker at least 72 hours before the time of arrival.

(c) Within 6 hours after receipt of notice by the receiving activity from the Captain or Master of a tanker of readiness to unload, the Government will provide, free of cost, a reachable berth at the unloading port for the unloading of the supplies ordered where at least tankers with a maximum draft of 35 feet can be safely afloat at all times; Provided, however, that if the receiving activity does not receive notice of a tanker's readiness to unload within 24 hours before or after noon of the latest approved scheduled delivery date the Government will be allowed 24 hours after receipt of notice within which to provide a berth.

(d) The Government shall be allowed and will complete unloading within laytime determined as follows: 1 hour for each 3,000 barrels of supplies to be unloaded, plus 3 hours; PROVIDED, however, that if the conditions or facilities of the tanker to be unloaded do not permit unloading within the number of hours so determined, such allowed laytime shall be increased by a number of hours sufficient to permit the unloading of the tanker; PROVIDED, further, that when the tanker is delayed in reaching its berth within 6 hours or 24 hours, as the case may be, from the time notice of readiness to unload is given, and the delay is caused by the fault of the tanker, such allowed laytime shall be increased by the duration of such delay; and, PROVIDED further, that if regulations of the owner or operator of the tanker or Port Authorities prohibit unloading at any time, time so lost shall be added to the amount of such laytime. Laytime shall commence either--

(1) At the expiration of the notice period prescribed by paragraph (c) above (the 6 hours' or the 24 hours' notice period, as the case may be), berth or no berth; or

(2) Immediately upon the tanker's arrival in berth (i.e. all fast), with or without notice of readiness, whichever first occurs. Laytime shall continue 24 hours a day, 7 days a week, without interruption from its commencement until unloading of the tanker is completed and the hoses have been disconnected.

(e) For all hours of laytime that elapse in excess of the allowed laytime for unloading provided for by (d) above, demurrage will be paid by the Government at the demurrage rate in the charter if a chartered tanker; or, if not a chartered tanker, at the charter rate applicable to tankers of the type unloaded under market conditions prevailing on the date the tanker is unloaded, except (1) that such rates shall be reduced by 1/2 if demurrage is incurred due to causes beyond the control and without the fault or negligence of the Government such as those specified in paragraphs (f), Excusable Delays, and (m), Termination for Cause, of the CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

clause; and (2) that, if a chartered tanker, the demurrage payable by the Government shall in no extent exceed the actual demurrage expense incurred by the Contractor under the charter. For purposes of computing demurrage payable by the Government where a chartered tanker is utilized, 1/2 of the total laytime allowed for loading and discharging under the charter shall be allocated to the unloading operation except when less than a full cargo is unloaded where such allocation shall be determined on a pro rata basis.

(f) Hoses for unloading a tanker will be furnished, connected, and disconnected by the Government.

(g) Title to the supplies delivered, and risk of loss thereof, shall pass from the Contractor to the Government when the supplies pass the tanker's permanent hose connections.

(h) While unloading, the tanker shall be governed by all applicable regulations in force at unloading port, including those relating to fires on board ships.

**F105 VARIATION IN QUANTITY (APR 1984)**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to EACH DELIVERY ORDER.

(FAR 52.211-16)

**CONTRACT ADMINISTRATION DATA**

**G3 INVOICE NUMBERING REQUIREMENTS (DFSC DEC 1994)**

Each invoice submitted for payment under this contract shall be identified by an individual invoice number. The number shall not be duplicated on subsequent invoices. Duplicate invoice numbers or invoices that do not include numbers may be rejected. For invoices submitted under the ELECTRONIC SUBMISSION OF INVOICES FOR PAYMENT clause, invoice numbers are limited to five characters.

**G3.01 PAYMENT DUE DATE (DFSC OCT 1988)**

When payment due date falls on a Saturday or Sunday, or on a United States Official Federal holiday, payment will be due and payable on the following workday.

**G9.06-1 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED (DFSC FEB 1996)**

Offeror shall indicate below the complete mailing address (including the nine-digit zip code) to which remittances should be mailed if such address is other than that shown in Block 17a (Standard Form (SF) 1449). In addition, if offeror did not incorporate its nine-digit zip code in the address shown in Block 17a of the SF 1449, the offeror shall enter it below:

(a) Payee Name (Contractor): \_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

(b) Check Remittance Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(DO NOT EXCEED 30 CHARACTERS PER LINE)



- (c) Recipient Name (authorized individual representing the Contractor/courier for check pick-up).  
Leave blank if check is to be mailed.

\_\_\_\_\_

(DO NOT EXCEED 25 CHARACTERS)

- (d) Narrative Information (special instructions).

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(DO NOT EXCEED 153 CHARACTERS)

#### **G18 ACCOUNTING AND APPROPRIATION (DFSC FEB 1968)**

The account for which material is ordered will determine the appropriation or fund to be charged with the cost of the material in each case. The appropriation or fund as applicable in each case will be conspicuously shown on each order issued hereunder.

### **CONTRACT CLAUSES**

#### **II.01-1 DEFINITIONS (DESC FEB 1998)**

As used throughout this contract, the following terms shall have the meanings set forth below.

(a) **Quality Representative** (QR) includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) **Ordering Officer** means whichever of the following or their designated representatives is applicable: (1) the Commander, Defense Energy Support Center; (2) the Commander, Defense General Supply Center; (3) the Commander, U.S. Army Petroleum Center; (4) the Commanding Officer, U.S. Navy Petroleum Office; (5) the Director of Air Force Aerospace Fuels; (6) the Chief of the Air Force Aerospace Fuels Office; (7) the Officer in charge of the Federal Government activity encompassing any delivery point indicated in the Schedule; (8) the Commanding Officer or the Master of the vessel to be bunkered; (9) any Government Contractor furnishing evidence of authority to order under this contract; (10) the head of any Federal Government agency; (11) the pilot, the flight commander, the aircraft commander or the crew chief of the U.S. designated aircraft authorized to place orders against into-plane contracts; (12) the Contracting Officer; (13) the individual in charge of ordering coal at the receiving Government activity; (14) the driver of a Federal vehicle or boat, or the pilot of a Federal aircraft authorized to place orders under a service station contract; (15) the Navy Fleet Commanders; (16) the Defense Attaché Officer; (17) the authorized ship manager (contractor) for the Maritime Administration who is ordering ships' bunkers on behalf of Maritime Administration vessels; (18) the ships' husbanding agent, furnishing evidence of contractual authority, who passes the order (verbal or written) on behalf of the requesting government vessel.

(c) The acronym **TK** means tanker, **B** means barge, **TC** means tank car, **T** means truck, **TT** means transport truck, **TTR** means truck and trailer, **TW** means tank wagon, **P** means pipeline, and **MSS** means Marine Service Station. The acronyms or terms **TT** or **transport truck** and **TTR** or **truck and trailer** mean tank truck equipment, whereas the acronym or term **T** or **truck** means truck equipment for hauling drummed or packaged supplies. The acronym **SW** means supplier's works, **CFD** means Contractor-furnished drum, and **GFD** means Government-furnished drum.

(DESC 52.202-9F01)

**II.07 REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998)**

(a) **DEFINITIONS.** As used in this clause--

(1) **Central Contractor Registration (CCR) database** means the primary DoD repository for Contractor information required for the conduct of business with DoD.

(2) **Data Universal Numbering Systems (DUNS) number** means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) **Data Universal Numbering System + 4 (DUNS+4) number** means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) **Registered in the CCR database** means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423 or via the Internet at <http://ccr.edi.disa.mil>.

(DFARS 252.204-7004)

**II.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

**I11.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DFSC FEB 1996)**

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

**I11.04 BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract. (FAR 52.242-13)

**I27 GRATUITIES (APR 1984)**

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) above, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

**I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)**

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States, its possessions, and Puerto Rico, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"Country concerned," as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

"Tax" and "taxes," as used in this clause, include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

"All applicable taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

"After-imposed tax," as used in this clause, means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," as used in this clause, means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Excepted tax," as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

### **I33 INTEREST (JUN 1996)**

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

**I84 REQUIREMENTS (OCT 1995)**

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after 30 July 2001.

(FAR 52.216-21)

**I86.06 DELIVERY-ORDER LIMITATIONS (OVERSEAS PC&S) (DFSC AUG 1990)**

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point. In the event the prices established under this contract vary based upon the liter quantity of an individual delivery, the Government reserves the right to withhold ordering, without prejudice, until the individual delivery quantity required reaches a level, as determined by the Ordering Officer, that minimizes the per liter cost to the Government.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor--

(1) Any order for a single item for a single delivery point in excess of See Item Schedule; or

(2) Any order for a combination of items for a single delivery point in excess of See Item Schedule; or

(3) A series of orders from the same ordering office in the course of seven days that together call for quantities of items that total in excess of the limitation provided in (1) or (2) above.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in (b) above.

(d) Notwithstanding the foregoing, the Contractor shall honor any order exceeding the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays after verbal notification of an order or two workdays after receipt of a written order, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

(DFSC 52.216-9F09)

**I179 ALLOCATION (DFSC JUL 1995)**

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

- (1) Accept an updated pro rata reduction as outlined in (a) above;
- (2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or
- (3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

- (1) The law, regulation, or order, furnishing copies of the same;
- (2) The authority under which it is imposed; and
- (3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Fuel Supply Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled.

(DFSC 52.249-9F01)

## **I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DFSC MAY 1978)**

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments.

(DFSC 52.223-9F05)

**I190.04 MATERIAL SAFETY DATA SHEETS -- COMMERCIAL ITEMS (DFSC MAR 1996)**

(a) The apparently successful offeror agrees to submit, for each item prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all items to be delivered under this contract. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(b) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (a) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(c) The Contractor shall submit MSDSs to the Contracting Officer. MSDSs must cite the solicitation number, the applicable CAGE code of the manufacturer, and, where so identified, the National Stock Number (NSN).

(d) The offeror need not submit a duplicate MSDS for a product for which the offeror has submitted an MSDS within the past five years. The MSDS of record must fully comply with the latest revision of FED-STD-313, and the data on the MSDS must still be current and complete. Should the description/composition of the product offered differ in any area specified on a previously submitted MSDS, a new MSDS is required.

**I209.09 EXTENSION PROVISIONS (PC&S) (DFSC OCT 1994)**

(a) The DFSC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DFSC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DFSC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DFSC Contracting Officer provides written notification to the Contractor by facsimile or by mail.

(DFSC 52.217-9F08)

**I211 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 JULY 1999 through 30 JUNE 2001.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)

**I229 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (OCT 1995)**

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract that exceed \$100,000.

(FAR 52.203-6)

## CONTRACTOR PERFORMANCE DATA SHEET

Please submit the requested information for government and non-government contracts or subcontracts held (not to exceed 3 years since completion) for contracts that are similar to the requirements of this solicitation. Those contracts and/or subcontracts submitted may include those still in progress, however they should have a minimum of one year's performance history.

☐ Please mark this box if you have not performed under contracts that are similar in nature to the solicitation requirements.

## REFERENCES:

[illegible]



## MARKET AND SALES DATA

Using the following format you are requested to provide DFSC with market and sales data for each product on which you offer. Data from three customers (per product) is preferred with the following information supplied for each customer:

1. (a) Who is Customer (Govt agency, Utility, Railroad or Construction Co., etc.)  
(b) Quantity of fuel sold directly or under contract to such agency or company  
(c) Delivered price of product  
(d) Crude oil import duty  
(e) Petroleum product excise tax  
(f) Delivery charge  
(g) Tax-free ex-refinery price [(c) minus (d), (e), and (f)]  
(h) Delivery period  
(i) Delivery location(s)  
(j) Delivery period  
(k) Other pertinent data such as discounts, unusual product specifications, etc.

Data provided should cover at least one sales quarter such as July through September 1998, or the closest quarter [or time period -- you may submit for a period of time longer than 1/4 year] that data is available prior to the solicitation closing date. Also, quantities and prices should be reflected in gallons and U.S. Dollars, respectively. If prices are shown in Yen, please provide the exchange rate effective on the base reference date of the Solicitation.

2. For barge/tanker offers against the Fuel Oil Burner No. 1 requirements, we request the following additional information be provided:

- (a) Refinery name/source and address  
(b) Your company's total sales quantity of fuel in Japan  
(c) Your company's sales share (percentage) of Japanese Market  
(d) Sales quantity produced at refinery in (a)  
(e) Your company's sales quantity in Tokyo and Kanagawa Prefectures  
(f) Your company's sales share (%) of Tokyo and Kanagawa Prefectures Market

3. Please provide data covering the period July through September 1998, if at all possible, since evaluation will be based on independent data compiled by DFSC from this document and other independent sources. Be advised that all data submitted by your company will be treated as privileged and confidential information and will not be disclosed by DFSC to outsiders.